



UNITED STATES MARINE CORPS  
MARINE CORPS SYSTEMS COMMAND  
2200 LESTER STREET  
QUANTICO, VIRGINIA 22134-5010

IN REPLY REFER TO:

5720  
DON-USMC-2018-001678  
27 Nov 17

FOIA GROUP  
Ms. Rose Santos  
PO Box 368  
Depew NY 14043

SUBJECT: DON-USMC-2018-001678

Dear Ms. Santos:

This responds to your Freedom of Information Act (FOIA) request of November 25, 2017, which requests a copy of CLEARLY RELEASABLE portions of Delivery/Task Order M67854-12-F-4914, including the SOW/PWS NOTE - this request SEEKS ONLY material that has been previously released under FOIA."

Please find enclosed a copy of the previously released documents.

In light of the *MCI Worldcom, Inc, v. GSA* decision, the Department of Justice Office of Information and Privacy has advised the Navy Office of the General Counsel that submitter notification in accordance with Executive Order 12,600 should be made whenever an agency receives a FOIA request for documents that contain potentially confidential information in order to obtain and consider any objections to disclosure. Therefore, in accordance with Presidential Executive Order 12,600, we allowed the submitter to review the documents and provide comment.

Pursuant to the aforementioned Executive Order 12,600 request, the submitters provided the Marine Corps Systems Command with proposed redactions pursuant to Exemption 5 U.S.C. § 552(b)(4). These submitter redactions are identified in the enclosed documents.

FOIA Exemption 5 U.S.C. § 552(b)(4) exempts from disclosure (i) voluntarily submitted commercial or financial information provided that the submitter does not "customarily" disclose the information to the public and provided that disclosure would be likely to interfere with the continued and full availability of the information to the government, or (ii) information likely to cause substantial harm to the competitive position of the person from whom it was obtained and likely to impact on the government's ability to obtain reliable information in the future. See *Critical Mass Energy Project v. NRC*, 975 F2d 871, 879-80 (D.C. Cir. 1992),

27 Nov 17

cert. denied, 113 S.Ct. 1579 (1993); National Parks & Conservation Ass'n v. Morton, 498 F.2d 765, 766 (D.C. Cir. 1974); Canadian Commercial Corp. v. Dept. of Air Force, 514 F.3d 37 (D.C. Cir., 2008).

If at any time you are not satisfied that a diligent effort was made to process your request, you may file an administrative appeal with the Assistant to the General Counsel (FOIA) at: Department of the Navy, Office of the General Counsel, ATTN: FOIA Appeals Office, 1000 Navy Pentagon Room 4E635, Washington DC 20350-1000.

For consideration, the appeal must be received in that office within 90 days from the date of this letter. Attach a copy of this letter and a statement regarding why you believe an adequate search was not conducted. Both your appeal letter and the envelope should bear the notation "FREEDOM OF INFORMATION ACT APPEAL". Please provide a copy of any such appeal letter to the MARCORSYSCOM address above.

Fees associated with processing your request are minimal and waived.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or [bobbie.cave@usmc.mil](mailto:bobbie.cave@usmc.mil).

Sincerely,



for

LISA L. BAKER  
Counsel

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER M9545012RCAJ361		PAGE 1 OF 40	
2. CONTRACT NO. GS-35F-5868H		3. AWARD/EFFECTIVE DATE 30-Nov-2011		4. ORDER NUMBER M67854-12-F-4903		5. SOLICITATION NUMBER M67854-12-Q-4903	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME THEA M MADDOX				b. TELEPHONE NUMBER (No Collect Calls) 703-784-6579	
9. ISSUED BY  MARINE CORPS SYSTEMS COMMAND, CTQ ATTN: LISA BOTKIN 2200 LESTER STREET QUANTICO VA 22134-6050  TEL: 703-784-6583 FAX:		CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-A7 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO COMMANDER, MAR NE CORPS SYSTEM COMMAND LENORE BOISSERE 2200 LESTER STREET QUANTICO VA 22134-6050		CODE M67854		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR  PROGRESSIVE DATA SYSTEMS, INC. RUSS VLIET 18023 DUMFRIES SHOPPING PLZ DUMFRIES VA 22026-2356  TEL. (703) 441-9400		CODE 0ZSQ1  FACILITY CODE		18a. PAYMENT WILL BE MADE BY  DFAS COLUMBUS PO BOX 369022 ATTN: KANSAS CITY COLUMBUS OH 43236-9022			
<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>					26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$240,561.39</b>		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.    ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.    ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  REF: M67854-12-Q-4903				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Lisa R. Botkin</i>		30-Nov-2011	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  LISA BOTKIN / CONTRACTING OFFICER  TEL: 703-432-5099                      EMAIL: lisa.botkin@usmc.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 40	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	VPMS Program Management/PDSS FFP VPMS Program Management/PDSS in accordance with attached SOO Objectives 1 and 2, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				(b) (4)
NET AMT					(b) (4)
0001AA	VPMS Program Management/PDSS FFP VPMS Program Management/PDSS in accordance with attached SOO Objectives 1 and 2, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination MILSTRIP: M9545012RCAJ361 PURCHASE REQUEST NUMBER: M9545012RCAJ361	198,064.59	Each		(b) (4)
NET AMT					(b) (4)
ACRN AA CIN: M9545012RCAJ3610001AA					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB OPTION	VPMS Program Management/PDSS FFP VPMS Program Management/PDSS in accordance with attached SOO Objectives 1 and 2, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination	594,193.81	Each	(b) (4)	

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 NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ODCs/Travel for VPMS Program Management FFP ODCs/Travel in support of CLIN 0001. This is a cost reimbursable CLIN. Travel is reimbursed in accordance with the JTR. FOB: Destination	1	Lot		NSP

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	VPMS Maintenance Development Environment FFP VPMS Maintenance Development Environment in accordance with attached SOO Objective 3, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination		Each		(b) (4)

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NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	VPMS Maintenance Development Environment FFP VPMS Maintenance Development Environment in accordance with attached SOO Objective 3, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination MILSTRIP: M9545012RCAJ361 PURCHASE REQUEST NUMBER: M9545012RCAJ361	42,496.80	Each	(b) (4)	

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NET AMT

(b) (4)

ACRN AA  
CIN: M9545012RCAJ3610003AA

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB OPTION	VPMS Maintenance Development Environment FFP VPMS Maintenance Development Environment in accordance with attached SOO Objective 3, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination	127,490.40	Each	(b) (4)	(b) (4)

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 NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	ODCs/Travel for VPMS Development FFP ODCs/Travel in support of CLIN 0003. This is a cost reimbursable CLIN. Travel is reimbursed in accordance with the JTR. FOB: Destination	1	Lot		NSP

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		218,702.80	Each	(b) (4)	
OPTION	VPMS Training FFP VPMS Training in accordance with attached SOO Objective 4, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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 NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lot		NSP
OPTION	ODCs/Travel for VPMS Training FFP ODCs/Travel in support of CLIN 0005. This is a cost reimbursable CLIN. Travel is reimbursed in accordance with the JTR. FOB: Destination				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		250,179.60	Each	(b) (4)	
OPTION	VPMS System Maintenance & Perf Upgrades FFP VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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 NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lot		NSP
OPTION	ODCs/Travel for VPMS FFP ODCs/Travel in support of CLIN 0007, System Maintenance and Performance Upgrades. This is a cost reimbursable CLIN. Travel is reimbursed in accordance with the JTR. FOB: Destination				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		816,026.15	Each	(b) (4)	
OPTION	VPMS Program Management/PDSS FFP VPMS Program Management/PDSS in accordance with attached SOO Objectives 1 and 2, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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 NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		1	Lot		NSP
OPTION	ODCs/Travel for VPMS Program Management FFP ODCs/Travel in support of CLIN 1001. This is a cost reimbursable CLIN. Travel is reimbursed in accordance with the JTR. FOB: Destination				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		175,086.81	Each	(b) (4)	
OPTION	VPMS Development FFP VPMS Development in accordance with attached SOO Objective 3, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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 NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		1	Lot		NSP
OPTION	ODCs/Travel for VPMS Development FFP ODCs/Travel in support of CLIN 1003. This is a cost reimbursable CLIN. Travel is reimbursed in accordance with the JTR. FOB: Destination				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		225,263.88	Each	(b) (4)	
OPTION	VPMS Training FFP VPMS Training in accordance with attached SOO Objective 4, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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 NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		1	Lot		NSP
OPTION	ODCs/Travel for VPMS Training FFP ODCs/Travel in support of CLIN 1005. This is a cost reimbursable CLIN. Travel is reimbursed in accordance with the JTR. FOB: Destination				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		257,684.99	Each		(b) (4)
OPTION	VPMS System Maintenance & Perf Upgrades FFP VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				
NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008		1	Lot		NSP
OPTION	ODCs/Travel for VPMS FFP ODCs/Travel in support of CLIN 1007, System Maintenance and Performance Upgrades. This is a cost reimbursable CLIN. Travel is reimbursed in accordance with the JTR. FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		840,506.93	Each	(b) (4)	
OPTION	VPMS Program Management/PDSS FFP VPMS Program Management/PDSS in accordance with attached SOO Objectives 1 and 2, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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 NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		1	Lot		NSP
OPTION	ODCs/Travel for VPMS Program Management FFP ODCs/Travel in support of CLIN 2001. This is a cost reimbursable CLIN. Travel is reimbursed in accordance with the JTR. FOB: Destination				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		180,339.41	Each	(b) (4)	
OPTION	VPMS Development FFP VPMS Development in accordance with attached SOO Objective 3, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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 NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		1	Lot		NSP
OPTION	ODCs/Travel for VPMS Development FFP ODCs/Travel in support of CLIN 2003. This is a cost reimbursable CLIN. Travel is reimbursed in accordance with the JTR. FOB: Destination				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		232,021.80	Each	(b) (4)	
OPTION	VPMS Training FFP VPMS Training in accordance with attached SOO Objective 4, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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 NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006		1	Lot		NSP
OPTION	ODCs/Travel for VPMS Training FFP ODCs/Travel in support of CLIN 2005. This is a cost reimbursable CLIN. Travel is reimbursed in accordance with the JTR. FOB: Destination				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007		265,415.54	Each	(b) (4)	
OPTION	VPMS System Maintenance & Perf Upgrades FFP VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				
NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008		1	Lot		NSP
OPTION	ODCs/Travel for VPMS FFP ODCs/Travel in support of CLIN 2007, System Maintenance and Performance Upgrades. This is a cost reimbursable CLIN. Travel is reimbursed in accordance with the JTR. FOB: Destination				
NET AMT					

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	N/A	N/A	N/A	Government
0001AB	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

0003	Destination	Government	Destination	Government
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	POP 01-DEC-2011 TO 29-FEB-2012	N/A	COMMANDER, MARINE CORPS SYSTEM COMMAND LENORE BOISSIERE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7446 FOB: Destination	M67854
0001AB	POP 01-MAR-2012 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0002	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0003	N/A	N/A	N/A	N/A

0003AA	POP 01-DEC-2011 TO 29-FEB-2012	N/A	COMMANDER, MARINE CORPS SYSTEM COMMAND LENORE BOISSIERE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7446 FOB: Destination	M67854
0003AB	POP 01-MAR-2012 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0004	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0005	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0006	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0007	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0008	POP 01-DEC-2011 TO 30-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1001	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1002	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1003	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1004	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1005	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1006	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1007	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1008	POP 01-DEC-2012 TO 30-NOV-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2001	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

2002	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2003	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2004	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2005	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2006	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2007	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2008	POP 01-DEC-2013 TO 30-NOV-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

## ACCOUNTING AND APPROPRIATION DATA

AA: 17211061A2A 251 67854 067443 2D M95450

COST CODE: 2RCAJ36110LW

AMOUNT (b) (4)

CIN M9545012RCAJ3610001AA (b) (4)

CIN M9545012RCAJ3610003AA (b) (4)

## CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-7	Central Contractor Registration	APR 2008
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.228-8	Liability and Insurance - Leased Motor Vehicles	MAY 1999
252.227-7015	Technical Data--Commercial Items	SEP 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAR 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2011
252.232-7010	Levies on Contract Payments	DEC 2006
252.246-7003	Notification of Potential Safety Issues	JAN 2007

## CLAUSES INCORPORATED BY FULL TEXT

### 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

(a) Definitions. As used in this clause--

Postconsumer fiber means—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JUN 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the

Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

\_\_\_ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

\_\_\_ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

\_\_\_ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (10) [Reserved].

\_\_\_ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (JUL 2010) of 52.219-9.

\_\_\_ (15) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (16) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

\_\_\_ (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

\_\_\_ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

\_\_\_ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

\_\_\_ (24) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_\_\_ (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

\_\_\_ (26) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_\_\_ (27) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

\_\_\_ (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

\_\_\_ (29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

\_\_\_ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

\_\_\_ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

\_X\_ (32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

\_\_\_ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16. .

\_X\_ (36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

\_\_\_ (37) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (38)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

\_\_\_ (44) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

  X   (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

\_\_\_ (48) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

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(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

\_\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2011)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ☒ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ☐ 252.203-7003, Agency Office of the Inspector General (SEP 2010) (Section 6101 of Pub. L. 110-252, 41 U.S.C. 3509 note).

(3) ☐ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) ☐ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(5) ☐ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) ☐ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(ii) ☐ Alternate I (DEC 2010) of 252.225-7001.

(7) ☐ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ☐ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9) ☐ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(10) ☐ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(11) ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(12) (i) ☐ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (SEP 2008)

(iii) \_\_\_ Alternate II (DEC 2010) of 252.225-7021.

(13) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(14) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(15)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2010) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (JUL 2009) of 252.225-7036.

(iii) \_\_\_ Alternate II (DEC 2010) of 252.225-7036.

(iv) \_\_\_ Alternate III (DEC 2010) of 252.225-7036.

(16) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(17) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(18) \_X\_ 252.227-7015, Technical Data--Commercial Items (MAR 2011) (10 U.S.C. 2320).

(19) \_X\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(20) \_X\_ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(21) \_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(22) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(23) \_X\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(24) \_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).

(25) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(26)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(27) \_\_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

#### SPECIAL CONTRACT REQUIREMENTS

#### **DESCRIPTION/PERFORMANCE WORK STATEMENT**

The contractor shall provide support to maintain and enhance the current and future versions of VPMS, Shopping Cart, Asset Management System (AMS), COGNOS PM Tool, and Automated Information Management Tools. All performance shall be accomplished in accordance with the attached Contractor's Performance Work Statement (PWS), Attachment (1), the Contractor's quotation dated 23 November 2011 (incorporated by reference only), and the terms and conditions of this task order..

#### **Period of Performance**

The contract term will be a base period of twelve (12) months and two (2) one-year option periods to be exercised at the discretion of the Government. If the Government does not award a follow-on task order in time, the Government may require the Contractor to continue performance for an additional period up to six months under FAR 52.217-8 Option to Extend Services clause.

The period of performance for this task order is as follows:

CLIN 0001AA – 1 December 2011 – 29 February 2012

CLIN 0001AB – 1 March 2012 – 30 November 2012

CLINs 0002 and 0004 – 1 December 2011 – 30 November 2012

CLIN 0003AA – 1 December 2011 – 29 February 2012

CLIN 0003AB – 1 March 2012 – 30 November 2012

CLINs 0005 through 0008 – 1 December 2011 – 30 November 2012 **(To be exercised at the discretion of the Government)**

Option CLINs 1001 through 1008 – 1 December 2012 – 30 November 2013 **(To be exercised at the discretion of the Government)**

Option CLINs 2001 through 2008 – 1 December 2013 – 30 November 2014 **(To be exercised at the discretion of the Government)**

**Place of Performance.**

Anticipated place of performance shall be in accordance with the attached PWS during this effort.

**CONTRACT ADMINISTRATION**

**Accounting and Appropriation Data**

APPROPRIATION DATA/SPECIAL INSTRUCTIONS: The Government Payment Office shall make all payments against this task order in accordance with the CLIN/ACRN association specified below. All invoices made against this task order that fail to specify a CLIN/ACRN association shall be promptly rejected by the Contracting Officer's Representative (COR).

**Remittance Address** (contractor fill-in)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

The address to which Electronic Funds Transfer (EFT) payments should be made by the government is as follows:

\_\_\_\_\_  
(Name of Financial Institution)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_

(ABA Number of Financial Institution)

### **Preparation of Vouchers**

All vouchers submitted for payment under this task order shall include documentation to support all Other Direct Costs. This documentation shall be submitted to the Contracting Officer's Representative (COR) for the purposes of assuring and certifying (1) compliance with the task order requirements and limitations; (2) that the services were received; and (3) that the amounts billed are reasonable expenditures for the performance of the task order.

### **Submission of Invoices**

## **I. MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS**

- a. Vendors, it is critical that the following instructions are followed. Failure to follow all instructions listed below may cause a delay or even rejection of invoice payment.
- b. In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (MAR 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.
- c. The contractor shall (i) ensure an Electronic Business Point of Contact (POC) is designated in Central Contractor Registration at <<http://www.ccr.gov>>, and (ii) register to use WAWF-RA at <<https://wawf.eb.mil/>> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>. Tutorial programs on the WAWF Program are available at <http://www.wawftraining.com>. It is highly recommended that all Vendors' visit this website.
- d. The contractor is directed to use the "2 -in-1" format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and extension PG10 (i.e., M67854 ext. PG10) as the DODAAC and extension for all shipping addresses.
- e. The contractor is directed to use the "combo" format when processing invoices and receiving reports for any Cost Reimbursement type CLINs. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and extension PG10 (i.e., M67854 ext. PG10) as the DODAAC and extension for all shipping addresses.
- f. To expedite payment, when submitting invoices for payment the contractor is advised to check the applicable box to notify the Government point of contact electronically of an invoice submission.
- g. The vendor shall submit the invoice in WAWF after they have confirmed delivery of equipment to appropriate location. After submission of the invoice in WAWF please send a WAWF email notification to the Contracting Officer's Representative (COR) and the alternate Point of Contact (POC), if applicable, shown in Section II below. This is to ensure that the invoice is certified and prompt payment is made to the vendor as requested. To send the email, click on the Send

Additional Email Notifications block on the page that appears. Add the primary point of contact's email address in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

- h. During the invoicing process, WAWF requires the vendor to enter the Contract Number (PIIN), Order Number (SPIIN) and Cage Code. No dots, dashes or spaces. The WAWF - EDA pre-population process is very dependent on accurate, reliable information. Data contained in EDA will pre-populate the vendor's WAWF document only when the PIIN, SPIIN and cage# is entered correctly.
- i. If you are having issues with the WAWF program contact the Contracting Officer's Representative (COR) Ms. Lenore Boissiere (703) 432-7446 or via email @ [lenore.boissiere1@usmc.mil](mailto:lenore.boissiere1@usmc.mil) or the Marine Corps WAWF contact Susan DiBianca (540) 322-2897 X3210 or via email at [susan.dibianca@taic.net](mailto:susan.dibianca@taic.net).

## **II. VENDOR DATA ENTRY INFORMATION INTO WAWF:**

### ADDRESS:

DFAS-Columbus

P.O. Box 369022

Attn: Kansas-M67443

Columbus, Ohio 43236-9022

E-Mail: MyInvoice: <https://myinvoice.csd.disa.mil/>

Data entry information in WAWF:

Payment Office DoDAAC: M67443

Issue By DoDAAC: M67854

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 ext. PG10

Contract Number: GS35F5868H

Order Number: M6785412F4903

Inspection and acceptance of contract/order deliverables are the responsibility of the Contracting Officer's Representative or her duly authorized representative(s) except as otherwise specified in the contract under the inspection and acceptance clause. Moreover, the Project Officer serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements. In the event the contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost related thereto shall be borne by, the contractor.

### **Substitution of Key Personnel**

General Provision. The contractor agrees to assign to this task order those people identified as key personnel whose resumes were submitted with its submission and who are necessary to fulfill the requirements of this task order. No substitutions shall be made except in accordance with this clause.

**Guidance on Substitutions.** All substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

**Requests for Substitutions.** All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

**Key personnel definition.** Key personnel are understood to be those individuals who were proposed in the Contractor's technical submission, and specifically listed herein, to the Government who are necessary to fill the requirements of the task order.

Key Personnel		
<i>Program Manager</i>	(b) (6)	
<i>System Admin Lead</i>		
<i>Lead Developer/Business Analyst</i>		
<i>Database Administrator</i>		
<i>Training/Documentation</i>		
<i>Information Assurance Lead</i>		
<i>System Administrator</i>		

## ORGANIZATIONAL CONFLICT OF INTEREST

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes corporations, partnerships, joint ventures, and other business enterprises.

(b) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid potential conflict of interest, and at the same time to avoid prejudicing the best interest of the government, the right of the contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information provided to the contract by the government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the government on confidential basis by other persons. Further, the prohibition against release of government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure or any party outside the government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the contractor. The terms of paragraph (f) of the Special Contractor Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The contractor further agrees that during the performance of this contract and for a period of three years after completion of performance of this contract, the contractor, any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may subsequently merge or affiliate or any other successor or assign of the contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or as a subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the contractor may, with the authorization of the cognizant contracting officer, participate in a subsequent procurement for the same system, component, or service. In other words, the contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the contracting officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the contracting officer in making a determination on this matter. Notwithstanding this notification, the government may terminate the contract for the convenience of the government if determined to be in the best interest of the government.

(g) Notwithstanding paragraph (f) above, if the contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become aware of an organizational conflict or interest after award of this contract and does not make an immediate and full disclosure in writing to the contracting officer, the government may terminate this contract for default.

- (h) If the contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the government may terminate this contract by default.
- (i) The contracting officer's decision as to the existence or nonexistence of the actual or potential organization conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233.1).
- (j) Nothing in this requirement is intended to prohibit or preclude the contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the contractor from participating in any research and development. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (k) The contractor shall promptly notify the contracting officer, in writing, if it has been tasked to evaluate or advise the government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the government's interest.
- (l) The contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (n) Compliance with this requirement is a material requirement of this contract.

## **LIST OF ATTACHMENTS**

### **Attachments**

- Attachment (1) Performance Work Statement (PWS)  
Attachment (2) Milestone Billing Schedule (MBS)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   4</div>	
2 AMENDMENT/MODIFICATION NO P00016		3 EFFECTIVE DATE 24-Jan-2014		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY MAR NE CORPS SYSTEMS COMMAND PG10 ATTN: ANTHONY FENNELL 2200 LESTER ST. QUANTICO VA 22134		CODE M67854		7 ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROGRESSIVE DATA SYSTEMS, INC. RUSS VLIET 24 CENTER ST STE 107 STAFFORD VA 22556-8907				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-F-4903			
				X 10B. DATED (SEE ITEM 13) 30-Nov-2011			
CODE 0ZSQ1		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9 Option to Extend the Term of the Contract							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: fennella14820 The purpose of this modification is to:  1. Exercise the following SLINs for the second quarter: 2001AB, 2003AB, and 2007AB.  2. The SLINs are to fund the second quarter Period of Performance (PoP).  All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JEAN NNE C. BAUMANN / CONTRACT NG OFFICER TEL: 703-784-6555 EMAIL: jeaninne.baumann@usmc.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Jeaninne C. Baumann</u>		16C. DATE SIGNED 24-Jan-2014	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4) .

The 'Payment will be made by' organization has changed from

DFAS COLUMBUS

PO BOX 369022

ATTN: KANSAS CITY

COLUMBUS OH 43236-9022

to

DFAS - COLUMBUS CENTER (M67443)

MARINE CORPS VENDOR PAY

ATTN - KANSAS

P.O. BOX 369022

COLUMBUS OH 43218-9022

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 2001AB

The option status has changed from Option to Option Exercised.

The MILSTRIP M9545014RCA6424 has been added.

SUBCLIN 2003AB

The option status has changed from Option to Option Exercised.

The MILSTRIP M9545014RCA6424 has been added.

SUBCLIN 2007AB

The option status has changed from Option to Option Exercised.

The MILSTRIP M9545014RCA6424 has been added.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4) .

SUBCLIN 2001AB:

AE: 17411061A2A 310 67854 067443 2D M95450 4RCA642410LW (CIN

M9545014RCA642400022001AB) was increased by (b) (4) from (b) (4) to (b) (4)

The contract ACRN AE has been added.

The CIN M9545014RCA642400022001AB has been added.

The Cost Code 4RCA642410LW has been added.

SUBCLIN 2003AB:

AE: 17411061A2A 310 67854 067443 2D M95450 4RCA642410LW (CIN M9545014RCA642400022003AB) was increased by (b) (4) from (b) (4) to (b) (4)

The contract ACRN AE has been added.

The CIN M9545014RCA642400022003AB has been added.

The Cost Code 4RCA642410LW has been added.

SUBCLIN 2007AB:

AE: 17411061A2A 310 67854 067443 2D M95450 4RCA642410LW (CIN M9545014RCA642400022007AB) was increased by (b) (4) from (b) (4) to (b) (4)

The contract ACRN AE has been added.

The CIN M9545014RCA642400022007AB has been added.

The Cost Code 4RCA642410LW has been added.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 2001AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-JAN-2014 TO 31-MAR-2014	N/A	COMMANDER, MARINE CORPS SYSTEMS COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	SM67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JAN-2014 TO 31-MAR-2014	N/A	COMMANDER, MARINE CORPS SYSTEMS COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	SM67854

The following Delivery Schedule item for SUBCLIN 2003AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 16-JAN-2014 TO 31-MAR-2014	N/A	COMMANDER, MARINE CORPS SYSTEMSM67854 COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JAN-2014 TO 31-MAR-2014	N/A	COMMANDER, MARINE CORPS SYSTEMSM67854 COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	

The following Delivery Schedule item for SUBCLIN 2007AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-JAN-2014 TO 31-MAR-2014	N/A	COMMANDER, MARINE CORPS SYSTEMSM67854 COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-JAN-2014 TO 31-MAR-2014	N/A	COMMANDER, MARINE CORPS SYSTEMSM67854 COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   3</div>	
2 AMENDMENT/MODIFICATION NO P00015		3 EFFECTIVE DATE 15-Jan-2014		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY MARINE CORPS SYSTEMS COMMAND PG10 ATTN: ANTHONY FENNELL 2200 LESTER ST. QUANTICO VA 22134		CODE M67854		7 ADMINISTERED BY (If other than item 6) COMMANDER, MARINE CORPS SYSTEMS COMMAND ATTN: JEAN NNE C. BAUMANN, 2200 LESTER ST QUANTICO VA 22134		CODE M67854	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROGRESSIVE DATA SYSTEMS, INC. RUSS VUJET 24 CENTER ST STE 107 STAFFORD VA 22566-8907				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-F-4903			
				X 10B. DATED (SEE ITEM 13) 30-Nov-2011			
CODE 0ZSQ1		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 Contract Terms and Conditions - Commercial Items							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: fennella14754 The purpose of this modification is to:  1. Is to extend the Period of Performance (PoP) on the following Sub CLINS: 2001AA; 2003AA, and 2007AA from 15 January 2014 to 23 January 2014.  All other terms and conditions remain unchanged							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JEAN NNE C. BAUMANN / CONTRACTING OFFICER TEL: 703-784-6555 EMAIL: jeanine.baumann@usmc.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Jeanine C. Baumann</u>		16C. DATE SIGNED 15-Jan-2014	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

## DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 2001AA has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2013 TO 15-JAN-2014	N/A	COMMANDER, MARINE CORPS SYSTEMS COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2013 TO 23-JAN-2014	N/A	COMMANDER, MARINE CORPS SYSTEMS COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	M67854

The following Delivery Schedule item for SUBCLIN 2003AA has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2013 TO 15-JAN-2014	N/A	COMMANDER, MARINE CORPS SYSTEMS COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-DEC-2013 TO 23-JAN-2014	N/A	COMMANDER, MARINE CORPS SYSTEMSM67854 COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination
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The following Delivery Schedule item for SUBCLIN 2007AA has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2013 TO 15-JAN-2014	N/A	COMMANDER, MARINE CORPS SYSTEMSM67854 COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2013 TO 23-JAN-2014	N/A	COMMANDER, MARINE CORPS SYSTEMSM67854 COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   3</div>	
2 AMENDMENT/MODIFICATION NO P00014		3 EFFECTIVE DATE 30-Nov-2013		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY MARINE CORPS SYSTEMS COMMAND PG10 ATTN: ANTHONY FENNELL 2200 LESTER ST. QUANTICO VA 22134		CODE M67854		7 ADMINISTERED BY (If other than item 6) COMMANDER, MARINE CORPS SYSTEMS COMMAND ATTN: JEAN NNE C. BAUMANN, 2200 LESTER ST QUANTICO VA 22134		CODE M67854	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROGRESSIVE DATA SYSTEMS, INC. RUSS VLIET 24 CENTER ST STE 107 STAFFORD VA 22556-8907				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-F-4903			
				X 10B. DATED (SEE ITEM 13) 30-Nov-2011			
CODE 0ZSQ1		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: In accordance with FAR 52.217-9 Option to Extend the Term of the Contract							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: fennella14435 The purpose of this modification is to:  1. Exercise the following SLINs for the first quarter: 2001AA, 2003AA, and 2007AA.  2. The first quarter will be funded incrementally.  All other terms and conditions remain unchanged							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) HOLLY L GOODSON / CONTRACTING OFFICER TEL: 703-432-7469 EMAIL: hollygoodson@usmc.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 26-Nov-2013	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4)

## SUPPLIES OR SERVICES AND PRICES

## SUBCLIN 2001AA

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545014RCA6424 has been added.

## SUBCLIN 2003AA

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545014RCA6424 has been added.

## SUBCLIN 2007AA

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545014RCA6424 has been added.

## ACCOUNTING AND APPROPRIATION

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4).

## SUBCLIN 2001AA:

AE: 17411061A2A 310 67854 067443 2D M95450 4RCA642410LW (CIN M9545014RCA64242001AA)  
was increased by (b) (4) from (b) (4) to (b) (4).  
The contract ACRN AE has been added.  
The CIN M9545014RCA64242001AA has been added.  
The Cost Code 4RCA642410LW has been added.

## SUBCLIN 2003AA:

AE: 17411061A2A 310 67854 067443 2D M95450 4RCA642410LW (CIN M9545014RCA64242003AA)  
was increased by (b) (4) from (b) (4) to (b) (4).  
The contract ACRN AE has been added.  
The CIN M9545014RCA64242003AA has been added.  
The Cost Code 4RCA642410LW has been added.

SUBCLIN 2007AA:


AE: 17411061A2A 310 67854 067443 2D M95450 4RCA642410LW (CIN M9545014RCA64242007AA)  
was increased by (b) (4) from (b) (4) to (b) (4)

The contract ACRN AE has been added.

The CIN M9545014RCA64242007AA has been added.

The Cost Code 4RCA642410LW has been added.

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   23</div>	
2 AMENDMENT/MODIFICATION NO P00013		3 EFFECTIVE DATE 20-Nov-2013		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY MAR NE CORPS SYSTEMS COMMAND PG10 ATTN: ANTHONY FENNELL 2200 LESTER ST. QUANTICO VA 22134		CODE M67854		7 ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROGRESSIVE DATA SYSTEMS, INC. RUSS VLIET 24 CENTER ST STE 107 STAFFORD VA 22556-8907				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-F-4903			
				X 10B. DATED (SEE ITEM 13) 30-Nov-2011			
CODE 0ZSQ1		FACILITY CODE 0ZSQ1					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) - Contract Terms and Conditions - Commercial Items, Changes							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: fennella14348 The purpose of this modification is to: 1. De-Scope the following CLINs: 2001, 2003, 2005, and 2007.  2. Incorporate the following Sub CLINs: 2001AA, 2001AB, 2001AC, 2001AD, 2001AE, 2003AA, 2003AB, 2003AC, 2003AD, 2003AE, 2007AA, 2007AB, 2007AC, 2007AD, and 2007AE.  3. Change the Contracting Officer Representative (COR) from Jacob Hill to Kelly Fugle.  All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) HOLLY L GOODSON / CONTRACTING OFFICER TEL: 703-432-7469 EMAIL: hollygoodson@usmc.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 25-Nov-2013	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

## SUPPLIES OR SERVICES AND PRICES

## CLIN 2001

The CLIN type priced has been deleted.

The CLIN description has changed from VPMS Program Management/PDSS to De-Scope VPMS Program Management/PDSS.

The CLIN extended description has changed from VPMS Program Management/PDSS in accordance with attached SOO Objectives 1 and 2, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). to De-Scope VPMS Program Management/PDSS in accordance with attached SOO Objectives 1 and 2, as proposed in the revised Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS)..

The pricing detail quantity (b) (4) has been deleted.

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4).

## CLIN 2003

The CLIN type priced has been deleted.

The CLIN description has changed from VPMS Development to De-Scope VPMS Development.

The CLIN extended description has changed from VPMS Development in accordance with attached SOO Objective 3, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). to De-Scope VPMS Development in accordance with attached SOO Objective 3, as proposed in the revised Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS)..

The pricing detail quantity (b) (4) has been deleted.

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4).

## CLIN 2005

The CLIN description has changed from VPMS Training to De-Scope VPMS Training.

The CLIN extended description has changed from VPMS Training in accordance with attached SOO Objective 4, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). to De-Scope VPMS Training in accordance with attached SOO Objective 4, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS)..

The pricing detail quantity has decreased by (b) (4) from (b) (4) to (b) (4).

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4).

The option status has changed from Option to No Status.

The total cost of this line item has decreased by (b) (4) from (b) (4) to

(b) (4)

#### CLIN 2007

The CLIN type priced has been deleted.

The CLIN extended description has changed from VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). to De-Scope VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the revised Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS)..

The pricing detail quantity (b) (4) has been deleted.

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has decreased by (b) (4) from (b) (4) to

(b) (4).

SUBCLIN 2001AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA		103,736.72	Each	(b) (4)	
OPTION	De-Scope VPMS Program Management/PDSS FFP				
	De-Scope VPMS Program Management/PDSS in accordance with attached SOO Objectives 1 and 2, as proposed in the revised Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

NET AMT

(b) (4)

SUBCLIN 2001AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB		172,894.53	Each	(b) (4)	
OPTION	De-Scope VPMS Program Management/PDSS FFP De-Scope VPMS Program Management/PDSS in accordance with attached SOO Objectives 1 and 2, as proposed in the revised Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				
NET AMT					(b) (4)

SUBCLIN 2001AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC		207,473.43	Each	(b) (4)	
OPTION	De-Scope VPMS Program Management/PDSS FFP De-Scope VPMS Program Management/PDSS in accordance with attached SOO Objectives 1 and 2, as proposed in the revised Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				
NET AMT					(b) (4)

SUBCLIN 2001AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD		207,473.43	Each	(b) (4)	

OPTION

De-Scope VPMS Program Management/PDSS  
FFPDe-Scope VPMS Program Management/PDSS in accordance with attached SOO  
Objectives 1 and 2, as proposed in the revised Performance Work Statement  
(PWS). To be invoiced in accordance with the proposed Milestone Billing  
Schedule (MBS).

FOB: Destination

NET AMT

(b) (4)

SUBCLIN 2001AE is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AE		138,315.62	Each	(b) (4)	

OPTION

De-Scope VPMS Program Management/PDSS  
FFPDe-Scope VPMS Program Management/PDSS in accordance with attached SOO  
Objectives 1 and 2, as proposed in the revised Performance Work Statement  
(PWS). To be invoiced in accordance with the proposed Milestone Billing  
Schedule (MBS).

FOB: Destination

NET AMT

(b) (4)

SUBCLIN 2003AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AA OPTION	De-Scope VPMS Development FFP De-Scope VPMS Development in accordance with attached SOO Objective 3, as proposed in the revised Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination	22,542.42	Each	(b) (4)	

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NET AMT (b) (4)

SUBCLIN 2003AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AB OPTION	De-Scope VPMS Development FFP De-Scope VPMS Development in accordance with attached SOO Objective 3, as proposed in the revised Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination	37,570.70	Each	(b) (4)	

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NET AMT (b) (4)

SUBCLIN 2003AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AC		45,084.84	Each	(b) (4)	
OPTION	De-Scope VPMS Development FFP De-Scope VPMS Development in accordance with attached SOO Objective 3, as proposed in the revised Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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NET AMT (b) (4)

SUBCLIN 2003AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AD		45,084.84	Each	(b) (4)	
OPTION	De-Scope VPMS Development FFP De-Scope VPMS Development in accordance with attached SOO Objective 3, as proposed in the revised Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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NET AMT (b) (4)

SUBCLIN 2003AE is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AE		30,056.56	Each	(b) (4)	
OPTION	De-Scope VPMS Development FFP De-Scope VPMS Development in accordance with attached SOO Objective 3, as proposed in the revised Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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NET AMT	(b) (4)
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SUBCLIN 2007AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007AA		33,176.94	Each	(b) (4)	
OPTION	VPMS System Maintenance & Perf Upgrades FFP De-Scope VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the revised Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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NET AMT	(b) (4)
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SUBCLIN 2007AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007AB		55,294.90	Each	(b) (4)	
OPTION	VPMS System Maintenance & Perf Upgrades FFP De-Scope VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the revised Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

---

NET AMT

(b) (4)

SUBCLIN 2007AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007AC		66,353.88	Each	(b) (4)	
OPTION	VPMS System Maintenance & Perf Upgrades FFP De-Scope VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the revised Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

---

NET AMT

(b) (4)

SUBCLIN 2007AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007AD		66,353.88	Each	(b) (4)	
OPTION	VPMS System Maintenance & Perf Upgrades FFP De-Scope VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the revised Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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 NET AMT

(b) (4)

SUBCLIN 2007AE is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007AE		44,235.92	Each	(b) (4)	
OPTION	VPMS System Maintenance & Perf Upgrades FFP De-Scope VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the revised Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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 NET AMT

(b) (4)

## DELIVERIES AND PERFORMANCE

The following Delivery Schedule Item has been deleted from CLIN 2001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2013 TO 30-NOV-2014	N/A	COMMANDER, MARINE CORPS SYSTEM COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

The following Delivery Schedule item has been added to SUBCLIN 2001AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2013 TO 15-JAN-2014	N/A	COMMANDER, MARINE CORPS SYSTEMS COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	SM67854

The following Delivery Schedule item has been added to SUBCLIN 2001AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-JAN-2014 TO 31-MAR-2014	N/A	COMMANDER, MARINE CORPS SYSTEMS COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	SM67854

The following Delivery Schedule item has been added to SUBCLIN 2001AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2014 TO 30-JUN-2014	N/A	COMMANDER, MARINE CORPS SYSTEMS COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	SM67854

The following Delivery Schedule item has been added to SUBCLIN 2001AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2014 TO 30-SEP-2014	N/A	COMMANDER, MARINE CORPS SYSTEMS COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	SM67854

The following Delivery Schedule item has been added to SUBCLIN 2001AE:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-OCT-2014 TO 30-NOV-2014	N/A	COMMANDER, MARINE CORPS SYSTEMSM67854 COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination
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The following Delivery Schedule Item has been deleted from CLIN 2003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2013 TO 30-NOV-2014	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2003AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2013 TO 15-JAN-2014	N/A	COMMANDER, MARINE CORPS SYSTEMSM67854 COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2003AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-JAN-2014 TO 31-MAR-2014	N/A	COMMANDER, MARINE CORPS SYSTEMSM67854 COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2003AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-APR-2014 TO 30-JUN-2014	N/A	COMMANDER, MARINE CORPS SYSTEMSM67854 COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination
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The following Delivery Schedule item has been added to SUBCLIN 2003AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2014 TO 30-SEP-2014	N/A	COMMANDER, MARINE CORPS SYSTEMSM67854 COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2003AE:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2014 TO 30-NOV-2014	N/A	COMMANDER, MARINE CORPS SYSTEMSM67854 COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 2005:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2013 TO 30-NOV-2014	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 2007:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-DEC-2013 TO 30-NOV-2014	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination
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The following Delivery Schedule item has been added to SUBCLIN 2007AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2013 TO 15-JAN-2014	N/A	COMMANDER, MARINE CORPS SYSTEMSM67854 COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2007AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-JAN-2014 TO 31-MAR-2014	N/A	COMMANDER, MARINE CORPS SYSTEMSM67854 COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2007AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2014 TO 30-JUN-2014	N/A	COMMANDER, MARINE CORPS SYSTEMSM67854 COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 2007AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-JUL-2014 TO 30-SEP-2014	N/A	COMMANDER, MARINE CORPS SYSTEMS COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	M67854
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The following Delivery Schedule item has been added to SUBCLIN 2007AE:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2014 TO 30-NOV-2014	N/A	COMMANDER, MARINE CORPS SYSTEMS COMMAND KELLY FUGLE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7434 FOB: Destination	M67854

#### INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 2001AA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 2001AB:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 2001AC:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 2001AD:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 2001AE:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 2003AA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 2003AB:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 2003AC:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 2003AD:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 2003AE:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 2007AA:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 2007AB:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 2007AC:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 2007AD:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 2007AE:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

## TABLE OF CONTENTS

The below Table of Contents has been added

### Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	PERFORMANCE WORK STATEMENT	13	01-NOV-2013

The following have been modified:

**SPECIAL CONTRACT REQUIREMENTS**

**DESCRIPTION/PERFORMANCE WORK STATEMENT**

The contractor shall provide support to maintain and enhance the current and future versions of VPMS, Shopping Cart, Asset Management System (AMS), COGNOS PM Tool, and Automated Information Management Tools. All performance shall be accomplished in accordance with the attached Contractor's Performance Work Statement (PWS), Attachment (1), the Contractor's quotation dated 23 November 2011 (incorporated by reference only), and the terms and conditions of this task order..

**Period of Performance**

The contract term will be a base period of twelve (12) months and two (2) one-year option periods to be exercised at the discretion of the Government. If the Government does not award a follow-on task order in time, the Government may require the Contractor to continue performance for an additional period up to six months under FAR 52.217-8 Option to Extend Services clause.

The period of performance for this task order is as follows:

CLIN 0001AA – 1 December 2011 – 29 February 2012

CLIN 0001AB – 1 March 2012 – 31 July 2012

**CLIN 0001AC – 1 August 2012 – 30 November 2012**

CLINs 0002 and 0004 – 1 December 2011 – 30 November 2012

CLIN 0003AA – 1 December 2011 – 29 February 2012

CLIN 0003AB – 1 March 2012 – 31 July 2012

**CLIN 0003AC – 1 August 2012 – 30 November 2012**

Option CLINs 0005, 0006, and 0008 – 1 December 2011 – 30 November 2012 (To be exercised at the discretion of the Government)

CLIN 0007AA – 20 December 2011 – 19 March 2012

CLIN 0007AB – 20 March 2012 – 19 August 2012

**CLIN 0007AC – 20 August 2012 – 19 December 2012**

Option CLINs 1001 through 1008 – 1 December 2012 – 30 November 2013 (To be exercised at the discretion of the Government)

Option CLINs 2001 through 2008 – 1 December 2013 – 30 November 2014 (To be exercised at the discretion of the Government)

**Place of Performance.**

Anticipated place of performance shall be in accordance with the attached PWS during this effort.

**CONTRACT ADMINISTRATION****Accounting and Appropriation Data**

APPROPRIATION DATA/SPECIAL INSTRUCTIONS: The Government Payment Office shall make all payments against this task order in accordance with the CLIN/ACRN association specified below. All invoices made against this task order that fail to specify a CLIN/ACRN association shall be promptly rejected by the Contracting Officer's Representative (COR).

**Remittance Address**

The Electronic Funds Transfer (EFT) payments shall be made to the Contractor's address listed in the CCR.

**Preparation of Vouchers**

All vouchers submitted for payment under this task order shall include documentation to support all Other Direct Costs. This documentation shall be submitted to the Contracting Officer's Representative (COR) for the purposes of assuring and certifying (1) compliance with the task order requirements and limitations; (2) that the services were received; and (3) that the amounts billed are reasonable expenditures for the performance of the task order.

**ADDITIONAL INVOICE INSTRUCTIONS IN CONJUNCTION WITH DFARS 252.232-7006:****VENDOR DATA ENTRY INFORMATION INTO WAWF:****ADDRESS:**

DFAS-Columbus

P.O. Box 369022

Attn: Kansas-M67443

Columbus, Ohio 43236-9022

E-Mail: MyInvoice: <https://myinvoice.csd.disa.mil/>

Data entry information in WAWF:

Payment Office DoDAAC: M67443

Issue By DoDAAC: M67854

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 ext. PG10

Contract Number: GS35F5868H

Order Number: M6785412F4903

**Substitution of Key Personnel**

General Provision. The contractor agrees to assign to this task order those people identified as key personnel whose resumes were submitted with its submission and who are necessary to fulfill the requirements of this task order. No substitutions shall be made except in accordance with this clause.

**Guidance on Substitutions.** All substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

**Requests for Substitutions.** All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

**Key personnel definition.** Key personnel are understood to be those individuals who were proposed in the Contractor's technical submission, and specifically listed herein, to the Government who are necessary to fill the requirements of the task order.

Key Personnel		
<i>Program Manager</i>	(b) (6)	
<i>Lead Developer/Business Analyst</i>		
<i>Database Administrator</i>		
<i>Training/Documentation</i>		
<i>Information Assurance Lead</i>		
<i>System Administrator</i>		

## ORGANIZATIONAL CONFLICT OF INTEREST

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes corporations, partnerships, joint ventures, and other business enterprises.

(b) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid potential conflict of interest, and at the same time to avoid prejudicing the best interest of the government, the right of the contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information provided to the contract by the government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the government on confidential basis by other persons. Further, the prohibition against release of government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the contractor. The terms of paragraph (f) of the Special Contractor Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The contractor further agrees that during the performance of this contract and for a period of three years after completion of performance of this contract, the contractor, any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may subsequently merge or affiliate or any other successor or assign of the contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or as a subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the contractor may, with the authorization of the cognizant contracting officer, participate in a subsequent procurement for the same system, component, or service. In other words, the contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the contracting officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the contracting officer in making a determination on this matter. Notwithstanding this notification, the government may terminate the contract for the convenience of the government if determined to be in the best interest of the government.

(g) Notwithstanding paragraph (f) above, if the contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become aware of an organizational conflict or interest after award of this contract and does not make an immediate and full disclosure in writing to the contracting officer, the government may terminate this contract for default.

(h) If the contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the government may terminate this contract by default.

(i) The contracting officer's decision as to the existence or nonexistence of the actual or potential organization conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233.1).

(j) Nothing in this requirement is intended to prohibit or preclude the contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the contractor from participating in any research and development. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The contractor shall promptly notify the contracting officer, in writing, if it has been tasked to evaluate or advise the government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the government's interest.

(l) The contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

## **LIST OF ATTACHMENTS**

### **Attachments**

Attachment (1) Revised Performance Work Statement (PWS)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

The contractor is directed to use the "2 -in-1" format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and Extension PG10 (i.e., M67854 ext. PG10) as the DODAAC and extension for all shipping addresses.

The contractor is directed to use the "combo" format when processing invoices and receiving reports for any Cost Reimbursement type CLINs. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and Extension PG10 (i.e., M67854 ext. PG10) as the DODAAC and extension for all shipping addresses.

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not Applicable

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	M67443
Issue By DoDAAC	M67854
Admin DoDAAC	M67854
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	M67854 PG10
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Not Applicable

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Contracting Officer's Representative (COR) Kelly Fugle (703) 432-7434 or via email @ [kelly.fugle@usmc.mil](mailto:kelly.fugle@usmc.mil) or the Marine Corps WAWF contact Susan Dibianca (540) 322-2897 x3210 or via email at [susan.dibianca@taic.net](mailto:susan.dibianca@taic.net).

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   2</div>	
2 AMENDMENT/MODIFICATION NO P00012		3 EFFECTIVE DATE 24-Jul-2013		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY MARINE CORPS SYSTEMS COMMAND PG10 ATTN: ANTHONY FENNELL 2200 LESTER ST. QUANTICO VA 22134		CODE M67854		7 ADMINISTERED BY (If other than item 6) COMMANDER, MARINE CORPS SYSTEMS COMMAND ATTN: JEAN NNE C. BAUMANN, 2200 LESTER ST QUANTICO VA 22134		CODE M67854	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROGRESSIVE DATA SYSTEMS, INC. RUSS VUJET 24 CENTER ST STE 107 STAFFORD VA 22556-8907				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-F-4903			
				X 10B. DATED (SEE ITEM 13) 30-Nov-2011			
CODE 0ZSQ1		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.212-4(c) Contract Terms and Conditions - Commercial Items							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: fennella133494 The purpose of this modification is to:  1. De-obligate (b) (4) from Sub CLIN 1008AA to reduce the balance from (b) (4) to (b) (4).  All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JEAN NNE C. BAUMANN / CONTRACTING OFFICER TEL: 703-784-6555 EMAIL: jeaninne.baumann@usmc.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Jeaninne C. Baumann</u>		16C. DATE SIGNED 23-Jul-2013	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by (b) (4) from (b) (4) to (b) (4) .

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 1008AA

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4)

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by (b) (4) from (b) (4) to (b) (4) .

SUBCLIN 1008AA:

AD: 17311061A2A 252 67854 067443 2D M95450 3RCA692610LW (CIN M9545013RCA69261008AA)  
was decreased by (b) (4) from (b) (4) to (b) (4)

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   4</div>	
2 AMENDMENT/MODIFICATION NO P00011		3 EFFECTIVE DATE 01-Jun-2013		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY MARINE CORPS SYSTEMS COMMAND PG10 ATTN: ANTHONY FENNELL 2200 LESTER ST. QUANTICO VA 22134		CODE M67854		7 ADMINISTERED BY (If other than item 6) COMMANDER, MARINE CORPS SYSTEMS COMMAND ATTN: JEAN NNE C. BAUMANN, 2200 LESTER ST QUANTICO VA 22134		CODE M67854	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROGRESSIVE DATA SYSTEMS, INC. RUSS VLIET 24 CENTER ST STE 107 STAFFORD VA 22556-8907				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-F-4903			
				X 10B. DATED (SEE ITEM 13) 30-Nov-2011			
CODE 0ZSQ1		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.217-9 Option to Extend the Term of the Contract							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: fennella132827 The purpose of this modification is to:  1. Exercise the following SLINs for third and fourth quarter, funded incrementally for Option Year One: 1001AC, 1003AC, and 1007AC.  All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JEAN NNE C. BAUMANN / CONTRACTING OFFICER TEL: 703-784-6555 EMAIL: jeaninne.baumann@usmc.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Jeaninne C. Baumann</u> (Signature of Contracting Officer)		16C. DATE SIGNED 24-May-2013	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4) .

## SUPPLIES OR SERVICES AND PRICES

## SUBCLIN 1001AC

The pricing detail quantity has increased by (b) (4) from (b) (4) to (b) (4) .

The option status has changed from Option to Option Exercised.

The MILSTRIP M9545013RCA6042 has been added.

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4) .

## SUBCLIN 1003AC

The pricing detail quantity has increased by (b) (4) from (b) (4) to (b) (4) .

The option status has changed from Option to Option Exercised.

The MILSTRIP M9545013RCA6042 has been added.

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4) .

## SUBCLIN 1007AC

The pricing detail quantity has increased by (b) (4) from (b) (4) to (b) (4) .

The option status has changed from Option to Option Exercised.

The MILSTRIP M9545013RCA6042 has been added.

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4) .

## ACCOUNTING AND APPROPRIATION

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4) .

## SUBCLIN 1001AC:

AC: 17311061A2A 252 67854 067443 2D M95450 3RCA604210LW (CIN M9545013RCA60421001AC)  
was increased by (b) (4) from (b) (4) to (b) (4) .

The contract ACRN AC has been added.

The CIN M9545013RCA60421001AC has been added.

The Cost Code 3RCA604210LW has been added.

## SUBCLIN 1003AC:

AC: 17311061A2A 252 67854 067443 2D M95450 3RCA604210LW (CIN M9545013RCA60421003AC)  
 was increased by (b) (4) from (b) (4) to (b) (4)

The contract ACRN AC has been added.

The CIN M9545013RCA60421003AC has been added.

The Cost Code 3RCA604210LW has been added.

#### SUBCLIN 1007AC:

AC: 17311061A2A 252 67854 067443 2D M95450 3RCA604210LW (CIN M9545013RCA60421007AC)  
 was increased by (b) (4) from (b) (4) to (b) (4)

The contract ACRN AC has been added.

The CIN M9545013RCA60421007AC has been added.

The Cost Code 3RCA604210LW has been added.

#### DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 1001AC has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUN-2013 TO 30-NOV-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUN-2013 TO 30-NOV-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

The following Delivery Schedule item for SUBCLIN 1003AC has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUN-2013 TO 30-NOV-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUN-2013 TO 30-NOV-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

The following Delivery Schedule item for SUBCLIN 1007AC has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 20-JUN-2013 TO 19-DEC-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 20-JUN-2013 TO 19-DEC-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

#### INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for SUBCLIN 1008AA has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	N/A	Destination	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   7</div>	
2 AMENDMENT/MODIFICATION NO P00010		3 EFFECTIVE DATE 01-Mar-2013		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY CODE COMMANDER, MARINE CORPS SYSTEMS COMMAND ATTN: JEAN NNE C. BAUMANN, 2200 LESTER ST QUANTICO VA 22134		M67854		7 ADMINISTERED BY (If other than item 6) CODE <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROGRESSIVE DATA SYSTEMS, INC. RUSS VLIET 24 CENTER ST STE 107 STAFFORD VA 22566-8907				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-F-4903			
				X 10B. DATED (SEE ITEM 13) 30-Nov-2011			
CODE 0ZSQ1		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.217-9 Option to Extend the Term of the Contract							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: fennella131792 The purpose of this modification is to:  1. Update and exercise SLINs 1001AB, 1003AB, and 1007AB. 2. Incorporate Option SLINs 1001AC, 1003AC, and 1007AC.  All other terms and conditions remain unchanged							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JEAN NNE C. BAUMANN / CONTRACT NG OFFICER TEL: 703-784-6555 EMAIL: jeaninne.baumann@usmc.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Jeaninne C. Baumann</u> (Signature of Contracting Officer)		16C. DATE SIGNED 28-Feb-2013	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4).

## SUPPLIES OR SERVICES AND PRICES

## SUBCLIN 1001AB

The pricing detail quantity has decreased by (b) (4) from (b) (4) to (b) (4).

The option status has changed from Option to Option Exercised.

The MILSTRIP M9545013RCA6042 has been added.

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4).

## SUBCLIN 1003AB

The pricing detail quantity has decreased by (b) (4) from (b) (4) to (b) (4).

The option status has changed from Option to Option Exercised.

The MILSTRIP M9545013RCA6042 has been added.

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4).

## SUBCLIN 1007AB

The pricing detail quantity has decreased by (b) (4) from (b) (4) to (b) (4).

The option status has changed from Option to Option Exercised.

The MILSTRIP M9545013RCA6042 has been added.

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 1001AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC		408,013.07		(b) (4)	
OPTION	VPMS Program Management/PDSS FFP VPMS Program Management/PDSS in accordance with attached SOO Objectives 1 and 2, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS).				
	FOB: Destination				

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NET AMT	(b) (4)
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SUBCLIN 1003AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AC		87,543.39		(b) (4)	
OPTION	VPMS Development FFP VPMS Development in accordance with attached SOO Objective 3, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS).				
	FOB: Destination				

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NET AMT	(b) (4)
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SUBCLIN 1007AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007AC		128,842.49		(b) (4)	
OPTION	VPMS System Maintenance & Perf Upgrades FFP VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS).  FOB: Destination				
NET AMT					\$128,842.49

## ACCOUNTING AND APPROPRIATION

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4).

## SUBCLIN 1001AB:

AC: 17311061A2A 252 67854 067443 2D M95450 3RCA604210LW (CIN M9545013RCA60421001AB)  
 was increased by (b) (4) from (b) (4) to (b) (4).

The contract ACRN AC has been added.

The CIN M9545013RCA60421001AB has been added.

The Cost Code 3RCA604210LW has been added.

## SUBCLIN 1003AB:

AC: 17311061A2A 252 67854 067443 2D M95450 3RCA604210LW (CIN M9545013RCA60421003AB)  
 was increased by (b) (4) from (b) (4) to (b) (4).

The contract ACRN AC has been added.

The CIN M9545013RCA60421003AB has been added.

The Cost Code 3RCA604210LW has been added.

## SUBCLIN 1007AB:

AC: 17311061A2A 252 67854 067443 2D M95450 3RCA604210LW (CIN M9545013RCA60421007AB)  
 was increased by (b) (4) from (b) (4) to (b) (4).

The contract ACRN AC has been added.

The CIN M9545013RCA60421007AB has been added.

The Cost Code 3RCA604210LW has been added.

## DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 1001AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2013 TO 30-NOV-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2013 TO 31-MAY-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

The following Delivery Schedule item has been added to SUBCLIN 1001AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUN-2013 TO 30-NOV-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

The following Delivery Schedule item for SUBCLIN 1003AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2013 TO 30-NOV-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-MAR-2013 TO 31-MAY-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854
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The following Delivery Schedule item has been added to SUBCLIN 1003AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUN-2013 TO 30-NOV-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

The following Delivery Schedule item for SUBCLIN 1007AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 20-MAR-2013 TO 19-DEC-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 20-MAR-2013 TO 19-JUN-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

The following Delivery Schedule item has been added to SUBCLIN 1007AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 20-JUN-2013 TO 19-DEC-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

## INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 1001AC:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 1003AC:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 1007AC:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   4</div>	
2 AMENDMENT/MODIFICATION NO P00009		3 EFFECTIVE DATE 21-Feb-2013		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY MARINE CORPS SYSTEMS COMMAND PG10 ATTN: ANTHONY FENNELL 2200 LESTER ST. QUANTICO VA 22134		CODE M67854		7 ADMINISTERED BY (If other than item 6) COMMANDER, MARINE CORPS SYSTEMS COMMAND ATTN: JEAN NNE C. BAUMANN, 2200 LESTER ST QUANTICO VA 22134		CODE M67854	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROGRESSIVE DATA SYSTEMS, INC. RUSS VLIET 24 CENTER ST STE 107 STAFFORD VA 22556-8907				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-F-4903			
				X 10B. DATED (SEE ITEM 13) 30-Nov-2011			
CODE 0ZSQ1		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.212-4(c) Contract Terms and Conditions - Commercial Items, Changes							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: fennella131733 The purpose of this modification is to:  1. Correct administrative error and exercise option for CLIN 1008.  2. Incorporate and exercise Option SLIN 1008AA for ODC/Travel to cover Change in Place of Performance in support of VPMS Application Migration from OCIO to MCEITS.  All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JEAN NNE C. BAUMANN / CONTRACTING OFFICER TEL: 703-784-6555 EMAIL: jeaninne.baumann@usmc.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Jeaninne C. Baumann</u>		16C. DATE SIGNED 22-Feb-2013	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4) .

## SUPPLIES OR SERVICES AND PRICES

## CLIN 1008

The CLIN type priced has been deleted.

The pricing detail quantity 1.00 has been deleted.

The option status has changed from Option to Option Exercised.

SUBCLIN 1008AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008AA		1	Lot	(b) (4)	(b) (4)
EXERCISED OPTION	ODCs/Travel for VPMS FFP				

Change in Place of Performance in support of VPMS Application Migration from OCIO to MCEITS.

This is a cost reimbursable CLIN. Travel is reimbursed in accordance with the JTR.

FOB: Destination

MILSTRIP: M9545013RCA6926

PURCHASE REQUEST NUMBER: M9545013RCA6926

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NET AMT (b) (4)

ACRN AD (b) (4)  
CIN: M9545013RCA69261008AA

## ACCOUNTING AND APPROPRIATION

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4) .

SUBCLIN 1008AA:

Funding on SUBCLIN 1008AA is initiated as follows:

ACRN: AD

CIN: M9545013RCA69261008AA

Acctng Data: 17311061A2A 252 67854 067443 2D M95450

Increase: (b) (4)

Total: (b) (4)

Cost Code: 3RCA692610LW

#### DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 1008AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-FEB-2013 TO 02-MAR-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 2001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2013 TO 30-NOV-2014	N/A	COMMANDER, MARINE CORPS SYSTEM COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2013 TO 30-NOV-2014	N/A	COMMANDER, MARINE CORPS SYSTEM COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

## INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 1008AA:

INSPECT AT

Destination

INSPECT BY

N/A

ACCEPT AT

Destination

ACCEPT BY

Government

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   2</div>	
2 AMENDMENT/MODIFICATION NO P00008		3 EFFECTIVE DATE 15-Jan-2013		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY MARINE CORPS SYSTEMS COMMAND PG10 ATTN: ANTHONY FENNELL 2200 LESTER ST. QUANTICO VA 22134		CODE M67854		7 ADMINISTERED BY (If other than item 6) COMMANDER, MARINE CORPS SYSTEMS COMMAND ATTN: JEAN NNE C. BAUMANN, 2200 LESTER ST QUANTICO VA 22134		CODE M67854	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROGRESSIVE DATA SYSTEMS, INC. RUSS VUJET 18023 DUMFRIES SHOPPING PLZ DUMFRIES VA 22026-2356				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-F-4903			
				X 10B. DATED (SEE ITEM 13) 30-Nov-2011			
CODE 0ZSQ1		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: fennella131221 The purpose of this modification is to:  1. Remove the Availability of Funds Clause (52.232-18).  All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JEAN NNE C. BAUMANN / CONTRACTING OFFICER TEL: 703-784-6555 EMAIL: jeaninne.baumann@usmc.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Jeaninne C. Baumann</u>		16C. DATE SIGNED 15-Jan-2013	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been deleted:

52.232-18            Availability Of Funds

APR 1984

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   3</div>	
2 AMENDMENT/MODIFICATION NO P00007		3 EFFECTIVE DATE 04-Dec-2012		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY CODE COMMANDER, MARINE CORPS SYSTEMS COMMAND ATTN: JEAN NNE C. BAUMANN, 2200 LESTER ST QUANTICO VA 22134		M67854		7 ADMINISTERED BY (If other than item 6) CODE <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROGRESSIVE DATA SYSTEMS, INC. RUSS VLIET 18023 DUMFRIES SHOPPING PLZ DUMFRIES VA 22026-2356				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-F-4903			
				X 10B. DATED (SEE ITEM 13) 30-Nov-2011			
CODE 0ZSQ1		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR Clause 52.212-4(c) Contract Terms and Conditions-Commercial Items, Changes							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: fennella13804 The purpose of this modification is to:  1. Correct the PoP on SLINs 1001AB, and 1003AB from 01 December 2012 - 30 November 2013 to 01 March 2013 - 30 November 2013.  2. Correct the PoP on SLIN 1007AB from 01 December 2012 - 30 November 2013 to 20 March 2013 - 19 December 2013.  All other terms and conditions remain unchanged							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JEAN NNE C. BAUMANN / CONTRACTING OFFICER TEL: 703-784-6555 EMAIL: jeaninne.baumann@usmc.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Jeaninne C. Baumann</u> (Signature of Contracting Officer)		16C. DATE SIGNED 11-Jan-2013	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

## DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 1001AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2012 TO 30-NOV-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2013 TO 30-NOV-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

The following Delivery Schedule item for SUBCLIN 1003AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2012 TO 30-NOV-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2013 TO 30-NOV-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

The following Delivery Schedule item for SUBCLIN 1007AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2012 TO 30-NOV-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 20-MAR-2013 TO 19-DEC-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   10</div>	
2 AMENDMENT/MODIFICATION NO P00006		3 EFFECTIVE DATE 01-Dec-2012		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY CODE COMMANDER, MARINE CORPS SYSTEMS COMMAND ATTN: JEAN NNE C. BAUMANN, 2200 LESTER ST QUANTICO VA 22134		M67854		7 ADMINISTERED BY (If other than item 6) CODE <div style="text-align: center; font-size: 1.2em;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROGRESSIVE DATA SYSTEMS, INC. RUSS VLIET 18023 DUMFRIES SHOPPING PLZ DUMFRIES VA 22026-2356				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-F-4903			
				X 10B. DATED (SEE ITEM 13) 30-Nov-2011			
CODE 0ZSQ1		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.217-9 Option to Extend the Term of the Contract							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: fennella13716 The purpose of this modification is to:  1. Update and exercise SLINs 1001AA, 1003AA, and 1007AA. 2. Incorporate Option SLINs 1001AB, 1003AB, and 1007AB. 3. Incorporate clause 52.232-18 Availability of Funds. 4. Change the Contracting Officer from Lisa Botkin to Jeaninne Baumann.  All other terms and conditions remain unchanged							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JEAN NNE C. BAUMANN / CONTRACTING OFFICER TEL: 703-784-6555 EMAIL: jeaninne.baumann@usmc.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Jeaninne C. Baumann</u>		16C. DATE SIGNED 30-Nov-2012	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$312,199.50 from \$1,212,425.20 to \$1,524,624.70.

The 'issued by' organization has changed from

MARINE CORPS SYSTEMS COMMAND, CTQ

ATTN: LISA BOTKIN

2200 LESTER STREET

QUANTICO VA 22134-6050

to

COMMANDER, MARINE CORPS SYSTEMS COMMAND

ATTN: JEANINNE C. BAUMANN,

2200 LESTER ST

QUANTICO VA 22134

The 'administered by' organization has changed from

MARINE CORPS SYSTEMS COMMAND, CTQ

ATTN: LISA BOTKIN

2200 LESTER STREET

QUANTICO VA 22134-6050

to

COMMANDER, MARINE CORPS SYSTEMS COMMAND

ATTN: JEANINNE C. BAUMANN,

2200 LESTER ST

## QUANTICO VA 22134

## SUPPLIES OR SERVICES AND PRICES

## CLIN 1001

The CLIN type priced has been deleted.

The CLIN extended description has changed from VPMS Program Management/PDSS in accordance with attached SOO Objectives 1 and 2, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). to VPMS Program Management/PDSS in accordance with attached SOO Objectives 1 and 2, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS)..

The pricing detail quantity (b) (4) has been deleted.

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4)

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4) .

## CLIN 1003

The CLIN type priced has been deleted.

The CLIN extended description has changed from VPMS Development in accordance with attached SOO Objective 3, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). to VPMS Development in accordance with attached SOO Objective 3, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS)..

The pricing detail quantity (b) (4) has been deleted.

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4)

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4) .

## CLIN 1007

The CLIN type priced has been deleted.

The CLIN extended description has changed from VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). to VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS)..

The pricing detail quantity (b) (4) has been deleted.

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4)

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4) .

SUBCLIN 1001AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA		204,006.54	Each	(b) (4)	
EXERCISED OPTION	VPMS Program Management/PDSS FFP VPMS Program Management/PDSS in accordance with attached SOO Objectives 1 and 2, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS).				
	FOB: Destination MILSTRIP: M9545013RCA6042 PURCHASE REQUEST NUMBER: M9545013RCA60420001				

---

NET AMT (b) (4)

ACRN AC (b) (4)  
CIN: M9545013RCA60421001AA

SUBCLIN 1001AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB		612,019.61	Each	(b) (4)	
OPTION	VPMS Program Management/PDSS				
	FFP				
	VPMS Program Management/PDSS in accordance with attached SOO Objectives 1 and 2, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS).				
	FOB: Destination				

---

NET AMT (b) (4)

SUBCLIN 1003AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AA		43,771.71	Each	(b) (4)	
EXERCISED OPTION	VPMS Development FFP VPMS Development in accordance with attached SOO Objective 3, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS).  FOB: Destination MILSTRIP: M9545013RCA6042 PURCHASE REQUEST NUMBER: M9545013RCA60420001				

---

NET AMT (b) (4)

ACRN AC (b) (4)  
CIN: M9545013RCA60421003AA

SUBCLIN 1003AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AB		131,315.10	Each	(b) (4)	(b) (4)
OPTION	VPMS Development FFP VPMS Development in accordance with attached SOO Objective 3, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS).  FOB: Destination				

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NET AMT (b) (4)

SUBCLIN 1007AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007AA		64,421.25	Each	(b) (4)	
EXERCISED OPTION	VPMS System Maintenance & Perf Upgrades FFP VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS).				
	FOB: Destination MILSTRIP: M9545013RCA6042 PURCHASE REQUEST NUMBER: M9545013RCA60420001				

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NET AMT	(b) (4)
---------	---------

ACRN AC	(b) (4)
CIN: M9545013RCA60421007AA	

SUBCLIN 1007AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007AB		193,263.74	Each	(b) (4)	
OPTION	VPMS System Maintenance & Perf Upgrades FFP				
	VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS).				
	FOB: Destination				
				NET AMT	\$193,263.74

#### ACCOUNTING AND APPROPRIATION

##### Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4).

##### SUBCLIN 1001AA:

Funding on SUBCLIN 1001AA is initiated as follows:

ACRN: AC

CIN: M9545013RCA60421001AA

Acctng Data: 17311061A2A 252 67854 067443 2D M95450

Increase: (b) (4)

Total (b) (4)

Cost Code: 3RCA604210LW

SUBCLIN 1003AA:

Funding on SUBCLIN 1003AA is initiated as follows:

ACRN: AC

CIN: M9545013RCA60421003AA

Acctng Data: 17311061A2A 252 67854 067443 2D M95450

Increase: (b) (4)

Total: (b) (4)

Cost Code: 3RCA604210LW

SUBCLIN 1007AA:

Funding on SUBCLIN 1007AA is initiated as follows:

ACRN: AC

CIN: M9545013RCA60421007AA

Acctng Data: 17311061A2A 252 67854 067443 2D M95450

Increase: (b) (4)

Total (b) (4)

Cost Code: 3RCA604210LW

DELIVERIES AND PERFORMANCE

The following Delivery Schedule Item has been deleted from CLIN 1001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-DEC-2012 TO 30-NOV-2013	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination
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The following Delivery Schedule item has been added to SUBCLIN 1001AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2012 TO 28-FEB-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

The following Delivery Schedule item has been added to SUBCLIN 1001AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2012 TO 30-NOV-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

The following Delivery Schedule Item has been deleted from CLIN 1003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2012 TO 30-NOV-2013	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 1003AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-DEC-2012 TO 28-FEB-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854
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The following Delivery Schedule item has been added to SUBCLIN 1003AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2012 TO 30-NOV-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

The following Delivery Schedule Item has been deleted from CLIN 1007:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2012 TO 30-NOV-2013	N/A	COMMANDER, MARINE CORPS SYSTEM COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

The following Delivery Schedule item has been added to SUBCLIN 1007AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 20-DEC-2012 TO 19-MAR-2013	N/A	MARCORSYSCOM CT JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

The following Delivery Schedule item has been added to SUBCLIN 1007AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-DEC-2012 TO 30-NOV-2013

N/A

MARCORSYSCOM CT  
JACOB HILL  
2200 LESTER STREET  
QUANTICO VA 22134-6050  
703-432-7427  
FOB: Destination

M67854

#### INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 1001AA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 1001AB:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 1003AA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 1003AB:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 1007AA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 1007AB:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   12</div>	
2 AMENDMENT/MODIFICATION NO P00005		3 EFFECTIVE DATE 28-Sep-2012		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY MAR NE CORPS SYSTEMS COMMAND, CTQ ATTN: LISA BOTKIN 2200 LESTER STREET QUANTICO VA 22134-6050		CODE M67854		7 ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROGRESSIVE DATA SYSTEMS, INC. RUSS VLIET 18023 DUMFRIES SHOPPING PLZ DUMFRIES VA 22026-2356				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-F-4903			
				X 10B. DATED (SEE ITEM 13) 30-Nov-2011			
CODE 0ZSQ1		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.217-9 Option to Extend the Term of the Contract							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: maddox125481 The purpose of this modification is to 1) increase the quantity under SLINs 0001AC, 0003AC, and 0007AC, and revise the Period of Performance (POP); 2) decrease the quantity under SLINs 0001AD, 0003AD, and 0007AD; and 3) delete the MARCORSYSCOM WAWF Instructions to Contractors, and incorporate DFARS 252.232-7006, Wide Area Workflow (WAWF) Payment Instructions. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LISA BOTKIN / CONTRACTING OFFICER TEL: 703-432-5099 EMAIL: lisa.botkin@usmc.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Lisa R. Botkin</u> (Signature of Contracting Officer)		16C. DATE SIGNED 28-Sep-2012	
(Signature of person authorized to sign)							

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$202,070.88 from \$1,010,354.32 to \$1,212,425.20.

## SUPPLIES OR SERVICES AND PRICES

## SUBCLIN 0001AC

The pricing detail quantity has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

## SUBCLIN 0001AD

The pricing detail quantity has decreased by (b) (4) from (b) (4) to (b) (4).

The unit of issue Months has been deleted.

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4).

## SUBCLIN 0003AC

The pricing detail quantity has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

## SUBCLIN 0003AD

The pricing detail quantity has decreased by (b) (4) from (b) (4) to (b) (4).

The unit of issue Months has been deleted.

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4).

## SUBCLIN 0007AC

The pricing detail quantity has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

## SUBCLIN 0007AD

The pricing detail quantity has decreased by (b) (4) from (b) (4) to (b) (4).

The unit of issue Months has been deleted.

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4).

## ACCOUNTING AND APPROPRIATION

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4).

## SUBCLIN 0001AC:

AB: 17211061A2A 251 67854 067443 2D M95450 2RCS5M0010CH (CIN M9545012RCS5M000001AC) was increased by (b) (4) from (b) (4) to (b) (4).

## SUBCLIN 0003AC:

AB: 17211061A2A 251 67854 067443 2D M95450 2RCS5M0010CH (CIN M9545012RCS5M000003AC) was increased by (b) (4) from (b) (4) to (b) (4).

## SUBCLIN 0007AC:

AB: 17211061A2A 251 67854 067443 2D M95450 2RCS5M0010CH (CIN M9545012RCS5M000007AC) was increased by (b) (4) from (b) (4) to (b) (4).

## DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 0001AC has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-AUG-2012 TO 30-SEP-2012	N/A	COMMANDER, MARINE CORPS SYSTEM COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-AUG-2012 TO 30-NOV-2012	N/A	COMMANDER, MARINE CORPS SYSTEM COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	M67854

The following Delivery Schedule Item has been deleted from SUBCLIN 0001AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-OCT-2012 TO 30-NOV-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination
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The following Delivery Schedule item for SUBCLIN 0003AC has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-AUG-2012 TO 30-SEP-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-AUG-2012 TO 30-NOV-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	

The following Delivery Schedule Item has been deleted from SUBCLIN 0003AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2012 TO 30-NOV-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	

The following Delivery Schedule item for SUBCLIN 0007AC has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 20-AUG-2012 TO 19-OCT-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 20-AUG-2012 TO 19-DEC-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	

The following Delivery Schedule Item has been deleted from SUBCLIN 0007AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 20-OCT-2012 TO 19-DEC-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	

The following have been added by full text:

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission

of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

The contractor is directed to use the "2 -in-1" format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and Extension PG10 (i.e., M67854 ext. PG10) as the DODAAC and extension for all shipping addresses.

The contractor is directed to use the "combo" format when processing invoices and receiving reports for any Cost Reimbursement type CLINs. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and Extension PG10 (i.e., M67854 ext. PG10) as the DODAAC and extension for all shipping addresses.

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not Applicable

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	M67443
Issue By DoDAAC	M67854
Admin DoDAAC	M67854
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	M67854 PG10
Accept at Other DoDAAC	

LPO DoDAAC  
DCAA Auditor DoDAAC  
Other DoDAAC(s)  
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(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Not Applicable

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Contracting Officer's Representative (COR) Jacob Hill (703) 432-7427 or via email @ [jacob.r.hill@usmc.mil](mailto:jacob.r.hill@usmc.mil) or the Marine Corps WAWF contact Susan Dibianca (540) 322-2897 x3210 or via email at [susan.dibianca@taic.net](mailto:susan.dibianca@taic.net).

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

The following have been modified:

SPECIAL CONTRACT REQUIREMENTS

**DESCRIPTION/PERFORMANCE WORK STATEMENT**

The contractor shall provide support to maintain and enhance the current and future versions of VPMS, Shopping Cart, Asset Management System (AMS), COGNOS PM Tool, and Automated Information Management Tools. All performance shall be accomplished in accordance with the attached Contractor's Performance Work Statement (PWS), Attachment (1), the Contractor's quotation dated 23 November 2011 (incorporated by reference only), and the terms and conditions of this task order..

**Period of Performance**

The contract term will be a base period of twelve (12) months and two (2) one-year option periods to be exercised at the discretion of the Government. If the Government does not award a follow-on task order in time, the Government may require the Contractor to continue performance for an additional period up to six months under FAR 52.217-8 Option to Extend Services clause.

The period of performance for this task order is as follows:

CLIN 0001AA – 1 December 2011 – 29 February 2012

CLIN 0001AB – 1 March 2012 – 31 July 2012

**CLIN 0001AC – 1 August 2012 – 30 November 2012**

CLINs 0002 and 0004 – 1 December 2011 – 30 November 2012

CLIN 0003AA – 1 December 2011 – 29 February 2012

CLIN 0003AB – 1 March 2012 – 31 July 2012

**CLIN 0003AC – 1 August 2012 – 30 November 2012**

Option CLINs 0005, 0006, and 0008 – 1 December 2011 – 30 November 2012 (To be exercised at the discretion of the Government)

CLIN 0007AA – 20 December 2011 – 19 March 2012

CLIN 0007AB – 20 March 2012 – 19 August 2012

**CLIN 0007AC – 20 August 2012 – 19 December 2012**

Option CLINs 1001 through 1008 – 1 December 2012 – 30 November 2013 (To be exercised at the discretion of the Government)

Option CLINs 2001 through 2008 – 1 December 2013 – 30 November 2014 (To be exercised at the discretion of the Government)

**Place of Performance.**

Anticipated place of performance shall be in accordance with the attached PWS during this effort.

**CONTRACT ADMINISTRATION**

**Accounting and Appropriation Data**

APPROPRIATION DATA/SPECIAL INSTRUCTIONS: The Government Payment Office shall make all payments against this task order in accordance with the CLIN/ACRN association specified below. All invoices made against this task order that fail to specify a CLIN/ACRN association shall be promptly rejected by the Contracting Officer's Representative (COR).

**Remittance Address**

The Electronic Funds Transfer (EFT) payments shall be made to the Contractor's address listed in the CCR.

**Preparation of Vouchers**

All vouchers submitted for payment under this task order shall include documentation to support all Other Direct Costs. This documentation shall be submitted to the Contracting Officer's Representative (COR) for the purposes of assuring and certifying (1) compliance with the task order requirements and limitations; (2) that the services were received; and (3) that the amounts billed are reasonable expenditures for the performance of the task order.

**ADDITIONAL INVOICE INSTRUCTIONS IN CONJUNCTION WITH DFARS 252.232-7006:**

**VENDOR DATA ENTRY INFORMATION INTO WAWF:****ADDRESS:**

DFAS-Columbus

P.O. Box 369022

Attn: Kansas-M67443

Columbus, Ohio 43236-9022

E-Mail: MyInvoice: <https://myinvoice.csd.disa.mil/>

Data entry information in WAWF:

Payment Office DoDAAC: M67443

Issue By DoDAAC: M67854

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 ext. PG10

Contract Number: GS35F5868H

Order Number: M6785412F4903

**Substitution of Key Personnel**

General Provision. The contractor agrees to assign to this task order those people identified as key personnel whose resumes were submitted with its submission and who are necessary to fulfill the requirements of this task order. No substitutions shall be made except in accordance with this clause.

Guidance on Substitutions. All substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

Requests for Substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

Key personnel definition. Key personnel are understood to be those individuals who were proposed in the Contractor's technical submission, and specifically listed herein, to the Government who are necessary to fill the requirements of the task order.

Key Personnel		
<i>Program Manager</i>	(b) (6)	
<i>System Admin Lead</i>		
<i>Lead Developer/Business Analyst</i>		
<i>Database Administrator</i>		
<i>Training/Documentation</i>		
<i>Information Assurance Lead</i>		

<i>System Administrator</i>	<i>Eugene Johnson</i>
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## **ORGANIZATIONAL CONFLICT OF INTEREST**

(a) “Organizational Conflict of Interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. “Person” as used herein includes corporations, partnerships, joint ventures, and other business enterprises.

(b) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid potential conflict of interest, and at the same time to avoid prejudicing the best interest of the government, the right of the contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information provided to the contract by the government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the government on confidential basis by other persons. Further, the prohibition against release of government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the contractor. The terms of paragraph (f) of the Special Contractor Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The contractor further agrees that during the performance of this contract and for a period of three years after completion of performance of this contract, the contractor, any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may subsequently merge or affiliate or any other successor or assign of the contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or as a subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not

apply to any re-competition for those systems, components, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the contractor may, with the authorization of the cognizant contracting officer, participate in a subsequent procurement for the same system, component, or service. In other words, the contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the contracting officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the contracting officer in making a determination on this matter. Notwithstanding this notification, the government may terminate the contract for the convenience of the government if determined to be in the best interest of the government.

(g) Notwithstanding paragraph (f) above, if the contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become aware of an organizational conflict or interest after award of this contract and does not make an immediate and full disclosure in writing to the contracting officer, the government may terminate this contract for default.

(h) If the contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the government may terminate this contract by default.

(i) The contracting officer's decision as to the existence or nonexistence of the actual or potential organization conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233.1).

(j) Nothing in this requirement is intended to prohibit or preclude the contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the contractor from participating in any research and development. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The contractor shall promptly notify the contracting officer, in writing, if it has been tasked to evaluate or advise the government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the government's interest.

(l) The contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

## **LIST OF ATTACHMENTS**

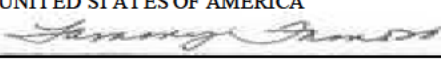
### **Attachments**

Attachment (1) Performance Work Statement (PWS)

Attachment (2) Milestone Billing Schedule (MBS)

Attachment (3) DD Form 254 Contract Security Classification Specification dated 24 January 2012

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   7</div>	
2 AMENDMENT/MODIFICATION NO P00004		3 EFFECTIVE DATE 30-Jul-2012		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY MAR NE CORPS SYSTEMS COMMAND, CTQ ATTN: LISA BOTKIN 2200 LESTER STREET QUANTICO VA 22134-6050		CODE M67854		7 ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROGRESSIVE DATA SYSTEMS, INC. RUSS VLIET 18023 DUMFRIES SHOPPING PLZ DUMFRIES VA 22026-2356				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-F-4903			
				X 10B. DATED (SEE ITEM 13) 30-Nov-2011			
CODE 0ZSQ1		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: In accordance with FAR 52.217-9 Option to Extend the Term of the Contract							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: maddox124443 The purpose of this modification is to 1) update and exercise CLINs 0001AC, 0003AC, and 0007AC, 2) incorporate Option CLINs 0001AD, 0003AD, and 0007AD, and 3) update Contracting Officers Representative's information. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TAMMY E. FAMOSO / CONTRACTING OFFICER TEL: 703-784-6535 EMAIL: tammy.famoso@usmc.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 31-Jul-2012	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$202,070.86 from \$808,283.46 to \$1,010,354.32.

## SUPPLIES OR SERVICES AND PRICES

## SUBCLIN 0001AC

The pricing detail quantity has decreased by (b) (4) from (b) (4) to (b) (4).

The option status has changed from Option to Option Exercised.

The MILSTRIP M9545012RCS5M00 has been added.

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4).

## SUBCLIN 0003AC

The pricing detail quantity has decreased by (b) (4) from (b) (4) to (b) (4).

The option status has changed from Option to Option Exercised.

The MILSTRIP M9545012RCS5M00 has been added.

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4).

## SUBCLIN 0007AC

The pricing detail quantity has decreased by (b) (4) from (b) (4) to (b) (4).

The option status has changed from Option to Option Exercised.

The MILSTRIP M9545012RCS5M00 has been added.

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 0001AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		2	Months	(b) (4)	(b) (4)
OPTION	VPMS Program Management/PDSS FFP VPMS Program Management/PDSS in accordance with attached SOO Objectives 1 and 2, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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NET AMT	\$132,043.08
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SUBCLIN 0003AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD		2	Months	(b) (4)	(b) (4)
OPTION	VPMS Maintenance Development Environment FFP VPMS Maintenance Development Environment in accordance with attached SOO Objective 3, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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NET AMT	(b) (4)
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SUBCLIN 0007AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AD		2	Months	(b) (4)	(b) (4)
OPTION	VPMS System Maintenance & Perf Upgrades FFP VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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NET AMT	(b) (4)
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## ACCOUNTING AND APPROPRIATION

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4) .

## SUBCLIN 0001AC:

AB: 17211061A2A 251 67854 067443 2D M95450 2RCS5M0010CH (CIN M9545012RCS5M000001AC)  
was increased by (b) (4) from (b) (4) to (b) (4)

The contract ACRN AB has been added.

The CIN M9545012RCS5M000001AC has been added.

The Cost Code 2RCS5M0010CH has been added.

## SUBCLIN 0003AC:

AB: 17211061A2A 251 67854 067443 2D M95450 2RCS5M0010CH (CIN M9545012RCS5M000003AC)  
was increased by (b) (4) from (b) (4) to (b) (4)

The contract ACRN AB has been added.

The CIN M9545012RCS5M000003AC has been added.

The Cost Code 2RCS5M0010CH has been added.

## SUBCLIN 0007AC:

AB: 17211061A2A 251 67854 067443 2D M95450 2RCS5M0010CH (CIN M9545012RCS5M000007AC)  
was increased by (b) (4) from (b) (4) to (b) (4)

The contract ACRN AB has been added.

The CIN M9545012RCS5M000007AC has been added.

The Cost Code 2RCS5M0010CH has been added.

## DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 0001AC has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-AUG-2012 TO 30-NOV-2012	N/A	COMMANDER, MARINE CORPS SYSTEM COMMAND LENORE BOISSIERE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7446 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-AUG-2012 TO 30-SEP-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination
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The following Delivery Schedule item has been added to SUBCLIN 0001AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2012 TO 30-NOV-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	

The following Delivery Schedule item for SUBCLIN 0003AC has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-AUG-2012 TO 30-NOV-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND LENORE BOISSIERE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7446 FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-AUG-2012 TO 30-SEP-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 0003AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-OCT-2012 TO 30-NOV-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination
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The following Delivery Schedule item for SUBCLIN 0007AC has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 20-AUG-2012 TO 19-DEC-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND LENORE BOISSIERE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7446 FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 20-AUG-2012 TO 19-OCT-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 0007AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 20-OCT-2012 TO 19-DEC-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND JACOB HILL 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7427 FOB: Destination	

#### INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0001AD:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0003AD:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0007AD:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   8</div>	
2 AMENDMENT/MODIFICATION NO P00003		3 EFFECTIVE DATE 13-Mar-2012		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY MAR NE CORPS SYSTEMS COMMAND, CTQ ATTN: LISA BOTKIN 2200 LESTER STREET QUANTICO VA 22134-6050		CODE M67854		7 ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROGRESSIVE DATA SYSTEMS, INC. RUSS VLIET 18023 DUMFRIES SHOPPING PLZ DUMFRIES VA 22026-2356				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-F-4903			
				X 10B. DATED (SEE ITEM 13) 30-Nov-2011			
CODE 0ZSQ1		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: maddox122268 The purpose of this modification is to incorporate a DD Form 254 Contract Security Classification Specification, Attachment (3). All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LISA BOTKIN / CONTRACTING OFFICER TEL: 703-432-5099 EMAIL: lisa.botkin@usmc.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Lisa R. Botkin</u> (Signature of Contracting Officer)		16C. DATE SIGNED 15-Mar-2012	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

**SPECIAL CONTRACT REQUIREMENTS****DESCRIPTION/PERFORMANCE WORK STATEMENT**

The contractor shall provide support to maintain and enhance the current and future versions of VPMS, Shopping Cart, Asset Management System (AMS), COGNOS PM Tool, and Automated Information Management Tools. All performance shall be accomplished in accordance with the attached Contractor's Performance Work Statement (PWS), Attachment (1), the Contractor's quotation dated 23 November 2011 (incorporated by reference only), and the terms and conditions of this task order..

**Period of Performance**

The contract term will be a base period of twelve (12) months and two (2) one-year option periods to be exercised at the discretion of the Government. If the Government does not award a follow-on task order in time, the Government may require the Contractor to continue performance for an additional period up to six months under FAR 52.217-8 Option to Extend Services clause.

The period of performance for this task order is as follows:

CLIN 0001AA – 1 December 2011 – 29 February 2012

CLIN 0001AB – 1 March 2012 – 31 July 2012

CLIN 0001AC – 1 August 2012 – 30 November 2012

CLINs 0002 and 0004 – 1 December 2011 – 30 November 2012

CLIN 0003AA – 1 December 2011 – 29 February 2012

CLIN 0003AB – 1 March 2012 – 31 July 2012

CLIN 0003AC – 1 August 2012 – 30 November 2012

CLINs 0005, 0006, and 0008 – 1 December 2011 – 30 November 2012 (To be exercised at the discretion of the Government)

CLIN 0007AA – 20 December 2011 – 19 March 2012

CLIN 0007AB – 20 March 2012 – 19 August 2012

CLIN 0007AC – 20 August 2012 – 19 December 2012

Option CLINs 1001 through 1008 – 1 December 2012 – 30 November 2013 (To be exercised at the discretion of the Government)

Option CLINs 2001 through 2008 – 1 December 2013 – 30 November 2014 (To be exercised at the discretion of the Government)

**Place of Performance.**

Anticipated place of performance shall be in accordance with the attached PWS during this effort.

**CONTRACT ADMINISTRATION****Accounting and Appropriation Data**

APPROPRIATION DATA/SPECIAL INSTRUCTIONS: The Government Payment Office shall make all payments against this task order in accordance with the CLIN/ACRN association specified below. All invoices made against this task order that fail to specify a CLIN/ACRN association shall be promptly rejected by the Contracting Officer's Representative (COR).

**Remittance Address** (contractor fill-in)

---

(Name)

---

(Address)

---

(City, State, Zip)

The address to which Electronic Funds Transfer (EFT) payments should be made by the government is as follows:

---

(Name of Financial Institution)

---

(Address)

---

(City, State, Zip)

---

(ABA Number of Financial Institution)

**Preparation of Vouchers**

All vouchers submitted for payment under this task order shall include documentation to support all Other Direct Costs. This documentation shall be submitted to the Contracting Officer's Representative (COR) for the purposes of assuring and certifying (1) compliance with the task order requirements and

limitations; (2) that the services were received; and (3) that the amounts billed are reasonable expenditures for the performance of the task order.

## **Submission of Invoices**

### **I. MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS**

- a. Vendors, it is critical that the following instructions are followed. Failure to follow all instructions listed below may cause a delay or even rejection of invoice payment.
- b. In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (MAR 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.
- c. The contractor shall (i) ensure an Electronic Business Point of Contact (POC) is designated in Central Contractor Registration at <<http://www.ccr.gov>>, and (ii) register to use WAWF-RA at <<https://wawf.eb.mil/>> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>. Tutorial programs on the WAWF Program are available at <http://www.wawftraining.com>. It is highly recommended that all Vendors' visit this website.
- d. The contractor is directed to use the "2 -in-1" format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and extension PG10 (i.e., M67854 ext. PG10) as the DODAAC and extension for all shipping addresses.
- e. The contractor is directed to use the "combo" format when processing invoices and receiving reports for any Cost Reimbursement type CLINs. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and extension PG10 (i.e., M67854 ext. PG10) as the DODAAC and extension for all shipping addresses.
- f. To expedite payment, when submitting invoices for payment the contractor is advised to check the applicable box to notify the Government point of contact electronically of an invoice submission.
- g. The vendor shall submit the invoice in WAWF after they have confirmed delivery of equipment to appropriate location. After submission of the invoice in WAWF please send a WAWF email notification to the Contracting Officer's Representative (COR) and the alternate Point of Contact (POC), if applicable, shown in Section II below. This is to ensure that the invoice is certified and prompt payment is made to the vendor as requested. To send the email, click on the Send Additional Email Notifications block on the page that appears. Add the primary point of contact's email address in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.
- h. During the invoicing process, WAWF requires the vendor to enter the Contract Number (PIIN), Order Number (SPIIN) and Cage Code. No dots, dashes or spaces. The WAWF - EDA pre-

population process is very dependent on accurate, reliable information. Data contained in EDA will pre-populate the vendor's WAWF document only when the PIIN, SPIIN and cage# is entered correctly.

- i. If you are having issues with the WAWF program contact the Contracting Officer's Representative (COR) Ms. Lenore Boissiere (703) 432-7446 or via email @ [lenore.boissiere1@usmc.mil](mailto:lenore.boissiere1@usmc.mil) or the Marine Corps WAWF contact Susan DiBianca (540) 322-2897 X3210 or via email at [susan.dibianca@taic.net](mailto:susan.dibianca@taic.net).

## II. VENDOR DATA ENTRY INFORMATION INTO WAWF:

### ADDRESS:

DFAS-Columbus

P.O. Box 369022

Attn: Kansas-M67443

Columbus, Ohio 43236-9022

E-Mail: MyInvoice: <https://myinvoice.csd.disa.mil/>

Data entry information in WAWF:

Payment Office DoDAAC: M67443

Issue By DoDAAC: M67854

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 ext. PG10

Contract Number: GS35F5868H

Order Number: M6785412F4903

Inspection and acceptance of contract/order deliverables are the responsibility of the Contracting Officer's Representative or her duly authorized representative(s) except as otherwise specified in the contract under the inspection and acceptance clause. Moreover, the Project Officer serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements. In the event the contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost related thereto shall be borne by, the contractor.

### **Substitution of Key Personnel**

General Provision. The contractor agrees to assign to this task order those people identified as key personnel whose resumes were submitted with its submission and who are necessary to fulfill the requirements of this task order. No substitutions shall be made except in accordance with this clause.

Guidance on Substitutions. All substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

Requests for Substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

Key personnel definition. Key personnel are understood to be those individuals who were proposed in the Contractor's technical submission, and specifically listed herein, to the Government who are necessary to fill the requirements of the task order.

Key Personnel		
<i>Program Manager</i>	(b) (6)	
<i>System Admin Lead</i>		
<i>Lead Developer/Business Analyst</i>		
<i>Database Administrator</i>		
<i>Training/Documentation</i>		
<i>Information Assurance Lead</i>		
<i>System Administrator</i>		

## ORGANIZATIONAL CONFLICT OF INTEREST

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes corporations, partnerships, joint ventures, and other business enterprises.

(b) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid potential conflict of interest, and at the same time to avoid prejudicing the best interest of the government, the right of the contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information provided to the contract by the government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the government on confidential basis by other persons. Further, the prohibition against release of government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure or any party outside the government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the contractor. The terms of paragraph (f) of the Special Contractor Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The contractor further agrees that during the performance of this contract and for a period of three years after completion of performance of this contract, the contractor, any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may subsequently merge or affiliate or any other successor or assign of the contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or as a subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the contractor may, with the authorization of the cognizant contracting officer, participate in a subsequent procurement for the same system, component, or service. In other words, the contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the contracting officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the contracting officer in making a determination on this matter. Notwithstanding this notification, the government may terminate the contract for the convenience of the government if determined to be in the best interest of the government.

(g) Notwithstanding paragraph (f) above, if the contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become aware of an organizational conflict or interest after award of this contract and does not make an immediate and full disclosure in writing to the contracting officer, the government may terminate this contract for default.

(h) If the contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the government may terminate this contract by default.

(i) The contracting officer's decision as to the existence or nonexistence of the actual or potential organization conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233.1).

(j) Nothing in this requirement is intended to prohibit or preclude the contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor,

shall this requirement preclude the contractor from participating in any research and development. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The contractor shall promptly notify the contracting officer, in writing, if it has been tasked to evaluate or advise the government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the government's interest.

(l) The contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

## **LIST OF ATTACHMENTS**

### **Attachments**

Attachment (1) Performance Work Statement (PWS)

Attachment (2) Milestone Billing Schedule (MBS)

**Attachment (3) DD Form 254 Contract Security Classification Specification dated 24 January 2012**

**The attached DD Form 254 dated 24 January 2012, Attachment (3), is hereby incorporated.**

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   13</div>	
2 AMENDMENT/MODIFICATION NO P00002		3 EFFECTIVE DATE 29-Feb-2012		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY MAR NE CORPS SYSTEMS COMMAND, CTQ ATTN: LISA BOTKIN 2200 LESTER STREET QUANTICO VA 22134-6050		CODE M67854		7 ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROGRESSIVE DATA SYSTEMS, INC. RUSS VUJET 18023 DUMFRIES SHOPPING PLZ DUMFRIES VA 22026-2356				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-F-4903			
				X 10B. DATED (SEE ITEM 13) 30-Nov-2011			
CODE 0ZSQ1		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: In accordance with FAR 52.217-9 Option to Extend the Term of the Contract							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: maddox122097 The purpose of this modification is to 1) update and exercise CLINs 0001AB, 0003AB, and 0007AB, and 2) incorporate Option CLINs 0001AC, 0003AC, and 0007AC. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LISA BOTKIN / CONTRACTING OFFICER TEL: 703-432-5099 EMAIL: lisa.botkin@usmc.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Lisa R. Botkin</u> (Signature of Contracting Officer)		16C. DATE SIGNED 01-Mar-2012	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$505,177.17 from \$303,106.29 to \$808,283.46.

## SUPPLIES OR SERVICES AND PRICES

## SUBCLIN 0001AB

The pricing detail quantity has decreased by (b) (4) from (b) (4) to (b) (4).

The option status has changed from Option to Option Exercised.

The MILSTRIP M9545012RCAJ361 has been added.

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4).

## SUBCLIN 0003AB

The pricing detail quantity has decreased by (b) (4) from (b) (4) to (b) (4).

The option status has changed from Option to Option Exercised.

The MILSTRIP M9545012RCAJ361 has been added.

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4).

## SUBCLIN 0007AB

The pricing detail quantity has decreased by (b) (4) from (b) (4) to (b) (4).

The option status has changed from Option to Option Exercised.

The MILSTRIP M9545012RCAJ361 has been added.

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 0001AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		264,086.14	Each	(b) (4)	
OPTION	VPMS Program Management/PDSS FFP VPMS Program Management/PDSS in accordance with attached SOO Objectives 1 and 2, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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NET AMT (b) (4)

SUBCLIN 0003AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC		56,662.40	Each	(b) (4)	
OPTION	VPMS Maintenance Development Environment FFP VPMS Maintenance Development Environment in accordance with attached SOO Objective 3, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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NET AMT (b) (4)

SUBCLIN 0007AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AC		83,393.20	Each	(b) (4)	
OPTION	VPMS System Maintenance & Perf Upgrades FFP VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				

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NET AMT (b) (4)

## ACCOUNTING AND APPROPRIATION

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4) .

## SUBCLIN 0001AB:

AA: 17211061A2A 251 67854 067443 2D M95450 2RCAJ36110LW (CIN M9545012RCAJ36100020001AB) was increased by (b) (4) from (b) (4) to (b) (4)

The contract ACRN AA has been added.

The CIN M9545012RCAJ36100020001AB has been added.

The Cost Code 2RCAJ36110LW has been added.

## SUBCLIN 0003AB:

AA: 17211061A2A 251 67854 067443 2D M95450 2RCAJ36110LW (CIN M9545012RCAJ36100020003AB) was increased by (b) (4) from (b) (4) to (b) (4)

The contract ACRN AA has been added.

The CIN M9545012RCAJ36100020003AB has been added.

The Cost Code 2RCAJ36110LW has been added.

## SUBCLIN 0007AB:

AA: 17211061A2A 251 67854 067443 2D M95450 2RCAJ36110LW (CIN M9545012RCAJ36100020007AB) was increased by (b) (4) from (b) (4) to (b) (4)

The contract ACRN AA has been added.

The CIN M9545012RCAJ36100020007AB has been added.

The Cost Code 2RCAJ36110LW has been added.

## DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 0001AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2012 TO 30-NOV-2012	N/A	COMMANDER, MARINE CORPS SYSTEM COMMAND LENORE BOISSIERE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7446 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-MAR-2012 TO 31-JUL-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND LENORE BOISSIERE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7446 FOB: Destination
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The following Delivery Schedule item has been added to SUBCLIN 0001AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-AUG-2012 TO 30-NOV-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND LENORE BOISSIERE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7446 FOB: Destination	

The following Delivery Schedule item for SUBCLIN 0003AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2012 TO 30-NOV-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND LENORE BOISSIERE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7446 FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAR-2012 TO 31-JUL-2012	N/A	COMMANDER, MARINE CORPS SYSTEM M67854 COMMAND LENORE BOISSIERE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7446 FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 0003AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-AUG-2012 TO  
30-NOV-2012

N/A

COMMANDER, MARINE CORPS SYSTEM M67854  
COMMAND  
LENORE BOISSIERE  
2200 LESTER STREET  
QUANTICO VA 22134-6050  
703-432-7446  
FOB: Destination

The following Delivery Schedule item for SUBCLIN 0007AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 20-MAR-2012 TO 19-DEC-2012	N/A	COMMANDER, MARINE CORPS SYSTEM COMMAND LENORE BOISSIERE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7446 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 20-MAR-2012 TO 19-AUG-2012	N/A	COMMANDER, MARINE CORPS SYSTEM COMMAND LENORE BOISSIERE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7446 FOB: Destination	M67854

The following Delivery Schedule item has been added to SUBCLIN 0007AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 20-AUG-2012 TO 19-DEC-2012	N/A	COMMANDER, MARINE CORPS SYSTEM COMMAND LENORE BOISSIERE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7446 FOB: Destination	M67854

#### INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0001AC:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0003AC:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0007AC:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following have been modified:

SPECIAL CONTRACT REQUIREMENTS

**DESCRIPTION/PERFORMANCE WORK STATEMENT**

The contractor shall provide support to maintain and enhance the current and future versions of VPMS, Shopping Cart, Asset Management System (AMS), COGNOS PM Tool, and Automated Information Management Tools. All performance shall be accomplished in accordance with the attached Contractor's Performance Work Statement (PWS), Attachment (1), the Contractor's quotation dated 23 November 2011 (incorporated by reference only), and the terms and conditions of this task order..

**Period of Performance**

The contract term will be a base period of twelve (12) months and two (2) one-year option periods to be exercised at the discretion of the Government. If the Government does not award a follow-on task order in time, the Government may require the Contractor to continue performance for an additional period up to six months under FAR 52.217-8 Option to Extend Services clause.

The period of performance for this task order is as follows:

CLIN 0001AA – 1 December 2011 – 29 February 2012

**CLIN 0001AB – 1 March 2012 – 31 July 2012**

**CLIN 0001AC – 1 August 2012 – 30 November 2012**

CLINs 0002 and 0004 – 1 December 2011 – 30 November 2012

CLIN 0003AA – 1 December 2011 – 29 February 2012

**CLIN 0003AB – 1 March 2012 – 31 July 2012**

**CLIN 0003AC – 1 August 2012 – 30 November 2012**

CLINs 0005, 0006, and 0008 – 1 December 2011 – 30 November 2012 (To be exercised at the discretion of the Government)

CLIN 0007AA – 20 December 2011 – 19 March 2012

**CLIN 0007AB – 20 March 2012 – 19 August 2012**

**CLIN 0007AC – 20 August 2012 – 19 December 2012**

Option CLINs 1001 through 1008 – 1 December 2012 – 30 November 2013 (To be exercised at the discretion of the Government)

Option CLINs 2001 through 2008 – 1 December 2013 – 30 November 2014 (To be exercised at the discretion of the Government)

**Place of Performance.**

Anticipated place of performance shall be in accordance with the attached PWS during this effort.

**CONTRACT ADMINISTRATION****Accounting and Appropriation Data**

APPROPRIATION DATA/SPECIAL INSTRUCTIONS: The Government Payment Office shall make all payments against this task order in accordance with the CLIN/ACRN association specified below. All invoices made against this task order that fail to specify a CLIN/ACRN association shall be promptly rejected by the Contracting Officer's Representative (COR).

**Remittance Address** (contractor fill-in)

---

(Name)

---

(Address)

---

(City, State, Zip)

The address to which Electronic Funds Transfer (EFT) payments should be made by the government is as follows:

---

(Name of Financial Institution)

---

(Address)

---

(City, State, Zip)

---

(ABA Number of Financial Institution)

**Preparation of Vouchers**

All vouchers submitted for payment under this task order shall include documentation to support all Other Direct Costs. This documentation shall be submitted to the Contracting Officer's Representative (COR) for the purposes of assuring and certifying (1) compliance with the task order requirements and limitations; (2) that the services were received; and (3) that the amounts billed are reasonable expenditures for the performance of the task order.

## **Submission of Invoices**

### **I. MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS**

- a. Vendors, it is critical that the following instructions are followed. Failure to follow all instructions listed below may cause a delay or even rejection of invoice payment.
- b. In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (MAR 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.
- c. The contractor shall (i) ensure an Electronic Business Point of Contact (POC) is designated in Central Contractor Registration at <<http://www.ccr.gov>>, and (ii) register to use WAWF-RA at <<https://wawf.eb.mil/>> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>. Tutorial programs on the WAWF Program are available at <http://www.wawftraining.com>. It is highly recommended that all Vendors' visit this website.
- d. The contractor is directed to use the "2 -in-1" format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and extension PG10 (i.e., M67854 ext. PG10) as the DODAAC and extension for all shipping addresses.
- e. The contractor is directed to use the "combo" format when processing invoices and receiving reports for any Cost Reimbursement type CLINs. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and extension PG10 (i.e., M67854 ext. PG10) as the DODAAC and extension for all shipping addresses.
- f. To expedite payment, when submitting invoices for payment the contractor is advised to check the applicable box to notify the Government point of contact electronically of an invoice submission.
- g. The vendor shall submit the invoice in WAWF after they have confirmed delivery of equipment to appropriate location. After submission of the invoice in WAWF please send a WAWF email notification to the Contracting Officer's Representative (COR) and the alternate Point of Contact (POC), if applicable, shown in Section II below. This is to ensure that the invoice is certified and prompt payment is made to the vendor as requested. To send the email, click on the Send Additional Email Notifications block on the page that appears. Add the primary point of contact's email address in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

- h. During the invoicing process, WAWF requires the vendor to enter the Contract Number (PIIN), Order Number (SPIIN) and Cage Code. No dots, dashes or spaces. The WAWF - EDA pre-population process is very dependent on accurate, reliable information. Data contained in EDA will pre-populate the vendor's WAWF document only when the PIIN, SPIIN and cage# is entered correctly.
- i. If you are having issues with the WAWF program contact the Contracting Officer's Representative (COR) Ms. Lenore Boissiere (703) 432-7446 or via email @ [lenore.boissiere1@usmc.mil](mailto:lenore.boissiere1@usmc.mil) or the Marine Corps WAWF contact Susan DiBianca (540) 322-2897 X3210 or via email at [susan.dibianca@taic.net](mailto:susan.dibianca@taic.net).

## II. VENDOR DATA ENTRY INFORMATION INTO WAWF:

### ADDRESS:

DFAS-Columbus

P.O. Box 369022

Attn: Kansas-M67443

Columbus, Ohio 43236-9022

E-Mail: MyInvoice: <https://myinvoice.csd.disa.mil/>

Data entry information in WAWF:

Payment Office DoDAAC: M67443

Issue By DoDAAC: M67854

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 ext. PG10

Contract Number: GS35F5868H

Order Number: M6785412F4903

Inspection and acceptance of contract/order deliverables are the responsibility of the Contracting Officer's Representative or her duly authorized representative(s) except as otherwise specified in the contract under the inspection and acceptance clause. Moreover, the Project Officer serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements. In the event the contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost related thereto shall be borne by, the contractor.

### **Substitution of Key Personnel**

General Provision. The contractor agrees to assign to this task order those people identified as key personnel whose resumes were submitted with its submission and who are necessary to fulfill the requirements of this task order. No substitutions shall be made except in accordance with this clause.

Guidance on Substitutions. All substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

Requests for Substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the

qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

Key personnel definition. Key personnel are understood to be those individuals who were proposed in the Contractor's technical submission, and specifically listed herein, to the Government who are necessary to fill the requirements of the task order.

Key Personnel		
<i>Program Manager</i>	(b) (6)	
<i>System Admin Lead</i>		
<i>Lead Developer/Business Analyst</i>		
<i>Database Administrator</i>		
<i>Training/Documentation</i>		
<i>Information Assurance Lead</i>		
<i>System Administrator</i>		

## ORGANIZATIONAL CONFLICT OF INTEREST

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes corporations, partnerships, joint ventures, and other business enterprises.

(b) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid potential conflict of interest, and at the same time to avoid prejudicing the best interest of the government, the right of the contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information provided to the contract by the government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the government on confidential basis by other persons. Further, the prohibition against release of government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in contractor generated

work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure or any party outside the government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the contractor. The terms of paragraph (f) of the Special Contractor Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The contractor further agrees that during the performance of this contract and for a period of three years after completion of performance of this contract, the contractor, any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may subsequently merge or affiliate or any other successor or assign of the contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or as a subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the contractor may, with the authorization of the cognizant contracting officer, participate in a subsequent procurement for the same system, component, or service. In other words, the contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the contracting officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the contracting officer in making a determination on this matter. Notwithstanding this notification, the government may terminate the contract for the convenience of the government if determined to be in the best interest of the government.

(g) Notwithstanding paragraph (f) above, if the contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become aware of an organizational conflict or interest after award of this contract and does not make an immediate and full disclosure in writing to the contracting officer, the government may terminate this contract for default.

(h) If the contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the government may terminate this contract by default.

(i) The contracting officer's decision as to the existence or nonexistence of the actual or potential organizational conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233.1).

(j) Nothing in this requirement is intended to prohibit or preclude the contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the contractor from participating in any research and development. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The contractor shall promptly notify the contracting officer, in writing, if it has been tasked to evaluate or advise the government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the government's interest.

(l) The contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

## **LIST OF ATTACHMENTS**

### **Attachments**

Attachment (1) Performance Work Statement (PWS)

Attachment (2) Milestone Billing Schedule (MBS)

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   11</div>	
2 AMENDMENT/MODIFICATION NO P00001		3 EFFECTIVE DATE 20-Dec-2011		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY MAR NE CORPS SYSTEMS COMMAND, CTQ ATTN: LISA BOTKIN 2200 LESTER STREET QUANTICO VA 22134-6050		CODE M67854		7 ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PROGRESSIVE DATA SYSTEMS, INC. RUSS VLIET 18023 DUMFRIES SHOPPING PLZ DUMFRIES VA 22026-2356				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-12-F-4903			
				X 10B. DATED (SEE ITEM 13) 30-Nov-2011			
CODE 0ZSQ1		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: In accordance with FAR 52.217-9 Option to Extend the Term of the Contract							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: maddox121007 The purpose of this modification is to 1) incorporate and exercise sub CLIN 0007AA, and 2) incorporate option sub CLIN 0007AB. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LISA BOTKIN / CONTRACTING OFFICER TEL: 703-432-5099 EMAIL: lisa.botkin@usmc.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Lisa R. Botkin</u> (Signature of Contracting Officer)		16C. DATE SIGNED 21-Dec-2011	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4) .

## SUPPLIES OR SERVICES AND PRICES

## CLIN 0007

The CLIN type priced has been deleted.

The pricing detail quantity 250,179.60 has been deleted.

The unit price amount has decreased by (b) (4)

The option status has changed from Option to No Status.

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4)

SUBCLIN 0007AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA		62,544.90	Each	(b) (4)	
EXERCISED OPTION	VPMS System Maintenance & Perf Upgrades FFP VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination MILSTRIP: M9545012RCAJ361 PURCHASE REQUEST NUMBER: M9545012RCAJ3610001				

---

NET AMT

(b) (4)

ACRN AA

CIN: M9545012RCAJ36100010007AA

(b) (4)

SUBCLIN 0007AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB		187,634.70	Each	(b) (4)	
OPTION	VPMS System Maintenance & Perf Upgrades FFP VPMS System Maintenance and Performance Upgrades in accordance with attached SOO Objective 5, as proposed in the Performance Work Statement (PWS). To be invoiced in accordance with the proposed Milestone Billing Schedule (MBS). FOB: Destination				
NET AMT					(b) (4)

## ACCOUNTING AND APPROPRIATION

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4)

## SUBCLIN 0007AA:

Funding on SUBCLIN 0007AA is initiated as follows:

ACRN: AA

CIN: M9545012RCAJ36100010007AA

Acctng Data: 17211061A2A 251 67854 067443 2D M95450

Increase: (b) (4)

Total (b) (4)

Cost Code: 2RCAJ36110LW

## DELIVERIES AND PERFORMANCE

The following Delivery Schedule Item has been deleted from CLIN 0007:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

POP 01-DEC-2011 TO  
30-NOV-2012

N/A

COMMANDER, MARINE CORPS SYSTEM M67854  
COMMAND  
LENORE BOISSIERE  
2200 LESTER STREET  
QUANTICO VA 22134-6050  
703-432-7446  
FOB: Destination

The following Delivery Schedule item has been added to SUBCLIN 0007AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 20-DEC-2011 TO 19-MAR-2012	N/A	COMMANDER, MARINE CORPS SYSTEM COMMAND LENORE BOISSIERE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7446 FOB: Destination	M67854

The following Delivery Schedule item has been added to SUBCLIN 0007AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 20-MAR-2012 TO 19-DEC-2012	N/A	COMMANDER, MARINE CORPS SYSTEM COMMAND LENORE BOISSIERE 2200 LESTER STREET QUANTICO VA 22134-6050 703-432-7446 FOB: Destination	M67854

#### INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for SUBCLIN 0001AA has been changed from:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
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To:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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The following Acceptance/Inspection Schedule was added for SUBCLIN 0007AA:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
---------------------------	--------------------------	--------------------------	-------------------------

The following Acceptance/Inspection Schedule was added for SUBCLIN 0007AB:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
---------------------------	--------------------------	--------------------------	-------------------------

The following have been modified:

SPECIAL CONTRACT REQUIREMENTS

**DESCRIPTION/PERFORMANCE WORK STATEMENT**

The contractor shall provide support to maintain and enhance the current and future versions of VPMS, Shopping Cart, Asset Management System (AMS), COGNOS PM Tool, and Automated Information Management Tools. All performance shall be accomplished in accordance with the attached Contractor's Performance Work Statement (PWS), Attachment (1), the Contractor's quotation dated 23 November 2011 (incorporated by reference only), and the terms and conditions of this task order..

**Period of Performance**

The contract term will be a base period of twelve (12) months and two (2) one-year option periods to be exercised at the discretion of the Government. If the Government does not award a follow-on task order in time, the Government may require the Contractor to continue performance for an additional period up to six months under FAR 52.217-8 Option to Extend Services clause.

The period of performance for this task order is as follows:

CLIN 0001AA – 1 December 2011 – 29 February 2012

CLIN 0001AB – 1 March 2012 – 30 November 2012

CLINs 0002 and 0004 – 1 December 2011 – 30 November 2012

CLIN 0003AA – 1 December 2011 – 29 February 2012

CLIN 0003AB – 1 March 2012 – 30 November 2012

CLINs 0005, 0006, and 0008 – 1 December 2011 – 30 November 2012 **(To be exercised at the discretion of the Government)**

CLIN 0007AA – 20 December 2011 – 19 March 2012

CLIN 0007AB – 20 March 2012 – 19 December 2012

Option CLINs 1001 through 1008 – 1 December 2012 – 30 November 2013 **(To be exercised at the discretion of the Government)**

Option CLINs 2001 through 2008 – 1 December 2013 – 30 November 2014 **(To be exercised at the discretion of the Government)**

**Place of Performance.**

Anticipated place of performance shall be in accordance with the attached PWS during this effort.

**CONTRACT ADMINISTRATION**

**Accounting and Appropriation Data**

APPROPRIATION DATA/SPECIAL INSTRUCTIONS: The Government Payment Office shall make all payments against this task order in accordance with the CLIN/ACRN association specified below. All invoices made against this task order that fail to specify a CLIN/ACRN association shall be promptly rejected by the Contracting Officer's Representative (COR).

**Remittance Address** (contractor fill-in)

---

(Name)

---

(Address)

---

(City, State, Zip)

The address to which Electronic Funds Transfer (EFT) payments should be made by the government is as follows:

---

(Name of Financial Institution)

---

(Address)

---

(City, State, Zip)

---

(ABA Number of Financial Institution)

**Preparation of Vouchers**

All vouchers submitted for payment under this task order shall include documentation to support all Other Direct Costs. This documentation shall be submitted to the Contracting Officer's Representative (COR) for the purposes of assuring and certifying (1) compliance with the task order requirements and limitations; (2) that the services were received; and (3) that the amounts billed are reasonable expenditures for the performance of the task order.

**Submission of Invoices****I. MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS**

- a. Vendors, it is critical that the following instructions are followed. Failure to follow all instructions listed below may cause a delay or even rejection of invoice payment.

- b. In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (MAR 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.
- c. The contractor shall (i) ensure an Electronic Business Point of Contact (POC) is designated in Central Contractor Registration at <<http://www.ccr.gov>>, and (ii) register to use WAWF-RA at <<https://wawf.eb.mil/>> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>. Tutorial programs on the WAWF Program are available at <http://www.wawftraining.com>. It is highly recommended that all Vendors' visit this website.
- d. The contractor is directed to use the "2 -in-1" format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and extension PG10 (i.e., M67854 ext. PG10) as the DODAAC and extension for all shipping addresses.
- e. The contractor is directed to use the "combo" format when processing invoices and receiving reports for any Cost Reimbursement type CLINs. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and extension PG10 (i.e., M67854 ext. PG10) as the DODAAC and extension for all shipping addresses.
- f. To expedite payment, when submitting invoices for payment the contractor is advised to check the applicable box to notify the Government point of contact electronically of an invoice submission.
- g. The vendor shall submit the invoice in WAWF after they have confirmed delivery of equipment to appropriate location. After submission of the invoice in WAWF please send a WAWF email notification to the Contracting Officer's Representative (COR) and the alternate Point of Contact (POC), if applicable, shown in Section II below. This is to ensure that the invoice is certified and prompt payment is made to the vendor as requested. To send the email, click on the Send Additional Email Notifications block on the page that appears. Add the primary point of contact's email address in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.
- h. During the invoicing process, WAWF requires the vendor to enter the Contract Number (PIIN), Order Number (SPIIN) and Cage Code. No dots, dashes or spaces. The WAWF - EDA pre-population process is very dependent on accurate, reliable information. Data contained in EDA will pre-populate the vendor's WAWF document only when the PIIN, SPIIN and cage# is entered correctly.
- i. If you are having issues with the WAWF program contact the Contracting Officer's Representative (COR) Ms. Lenore Boissiere (703) 432-7446 or via email @ [lenore.boissiere1@usmc.mil](mailto:lenore.boissiere1@usmc.mil) or the Marine Corps WAWF contact Susan DiBianca (540) 322-2897 X3210 or via email at [susan.dibianca@taic.net](mailto:susan.dibianca@taic.net).

## II. VENDOR DATA ENTRY INFORMATION INTO WAWF:

**ADDRESS:**

DFAS-Columbus

P.O. Box 369022

Attn: Kansas-M67443

Columbus, Ohio 43236-9022

E-Mail: MyInvoice: <https://myinvoice.csd.disa.mil/>

Data entry information in WAWF:

Payment Office DoDAAC: M67443

Issue By DoDAAC: M67854

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 ext. PG10

Contract Number: GS35F5868H

Order Number: M6785412F4903

Inspection and acceptance of contract/order deliverables are the responsibility of the Contracting Officer's Representative or her duly authorized representative(s) except as otherwise specified in the contract under the inspection and acceptance clause. Moreover, the Project Officer serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements. In the event the contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost related thereto shall be borne by, the contractor.

**Substitution of Key Personnel**

General Provision. The contractor agrees to assign to this task order those people identified as key personnel whose resumes were submitted with its submission and who are necessary to fulfill the requirements of this task order. No substitutions shall be made except in accordance with this clause.

Guidance on Substitutions. All substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

Requests for Substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

Key personnel definition. Key personnel are understood to be those individuals who were proposed in the Contractor's technical submission, and specifically listed herein, to the Government who are necessary to fill the requirements of the task order.

Key Personnel		
Program Manager	(b) (6)	
System Admin Lead		

<i>Lead Developer/Business Analyst</i>	(b) (6)	
<i>Database Administrator</i>		
<i>Training/Documentation</i>		
<i>Information Assurance Lead</i>		
<i>System Administrator</i>		

## ORGANIZATIONAL CONFLICT OF INTEREST

(a) “Organizational Conflict of Interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. “Person” as used herein includes corporations, partnerships, joint ventures, and other business enterprises.

(b) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid potential conflict of interest, and at the same time to avoid prejudicing the best interest of the government, the right of the contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information provided to the contract by the government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the government on confidential basis by other persons. Further, the prohibition against release of government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure or any party outside the government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the contractor. The terms of paragraph (f) of the Special Contractor Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The contractor further agrees that during the performance of this contract and for a period of three years after completion of performance of this contract, the contractor, any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may subsequently merge or affiliate or any other successor or assign of the contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or as a subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the contractor may, with the authorization of the cognizant contracting officer, participate in a subsequent procurement for the same system, component, or service. In other words, the contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the contracting officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the contracting officer in making a determination on this matter. Notwithstanding this notification, the government may terminate the contract for the convenience of the government if determined to be in the best interest of the government.

(g) Notwithstanding paragraph (f) above, if the contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become aware of an organizational conflict or interest after award of this contract and does not make an immediate and full disclosure in writing to the contracting officer, the government may terminate this contract for default.

(h) If the contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the government may terminate this contract by default.

(i) The contracting officer's decision as to the existence or nonexistence of the actual or potential organization conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233.1).

(j) Nothing in this requirement is intended to prohibit or preclude the contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the contractor from participating in any research and development. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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(l) The contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

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